

**Hochschule für öffentliche  
Verwaltung und Finanzen  
Ludwigsburg**

University of Applied Sciences

**Die Einführung der SEPA-Zahlverfahren in die  
Kommunalverwaltung –  
Entwicklung eines Referenzprozesses für die  
Implementierung der SEPA-Basislastschrift**

**BACHELORARBEIT**

zur Erlangung des Grades eines  
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vorgelegt von

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## **Abkürzungsverzeichnis**

Abb.	Abbildung
AGB	Allgemeine Geschäftsbedingungen
AO	Abgabenordnung
Art.	Artikel
BdB	Bundesverband deutscher Banken
BGB	Bürgerliches Gesetzbuch
BGBI	Bundesgesetzblatt
BIC	Business Identifier Code
BLZ	Bankleitzahl
DTA	Datenträgeraustauschverfahren
EG	Europäische Gemeinschaft
EPC	European Payments Council
EPK	Ereignisgesteuerte Prozesskette
EU	Europäische Union
EZB	Europäische Zentralbank
GemO	Gemeindeordnung
Gläubiger-ID	Gläubiger-Identifikationsnummer
GoBS	Grundsätze ordnungsmäßiger DV-gestützter Buchführungssysteme
HGB	Handelsgesetzbuch
IBAN	International Bank Account Number
ISO	Internationalen Organisation für Normung
SEPA	Single Euro Payments Area
TARGET2	Trans-European Automated Real-time Gross Settlement Express Transfer System



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## 1 Anlass und Zielsetzung der Bachelorarbeit

„IBAN, die Schreckliche“<sup>1</sup> wird die Einführung der Single Euro Payments Area<sup>2</sup> (SEPA)-Zahlverfahren, als Ersatz für die zum 31. Januar 2014 auslaufenden nationalen Zahlungssysteme, häufig von deutschen Medien betitelt. Dabei bereitet den deutschen Unternehmen, Vereinen und öffentlichen Verwaltungen die Änderung der Bankverbindungsdaten nur wenig Kopfzerbrechen. Schwerer wiegt, dass mit den SEPA-Lastschriftverfahren neue Zahlverfahren implementiert werden müssen, deren funktionale Anforderungen weit über die der bisher verwendeten Lastschriftverfahren hinausgehen.

Vertreter der Deutschen Bundesbank, des Bundesministeriums für Finanzen, der Deutschen Kreditwirtschaft und der Verbraucherzentrale Bundesverband e.V. riefen auf einer gemeinsamen Pressekonferenz am 18.06.2013 zu einer schnellstmöglichen Umstellung auf die neuen Zahlverfahren auf. Sie betonten, dass die Herausforderungen dieser Umstellung von ähnlicher Dimension wie bei der Einführung des EURO seien und nicht unterschätzt werden sollten.<sup>3</sup> Auch die Kommunalverwaltungen müssen sich dieser Aufgabe stellen und die Zahlverfahren rechtzeitig umstellen, um Liquiditätsengpässe auf Grund einer Aussetzung der Zahlungsverkehrsabwicklung zu vermeiden.

Das Ziel dieser Bachelorarbeit ist, den Kommunalverwaltungen für die Implementierung der SEPA-Zahlverfahren, insbesondere der SEPA-Basislastschrift, eine Hilfestellung zu geben. Zunächst werden im zweiten Kapitel der Leitgedanke, der hinter dem Einheitlichen Euro-Zahlungsverkehrsraum steht und die Entstehung des SEPA-Zahlverfahren-Regelwerks dargestellt. In Kapitel 3 werden die Funktionsweisen und Anforderungen der SEPA-Zahlverfahren betrachtet. Im Rahmen des vierten

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<sup>1</sup> Rohwetter, IBAN die Schreckliche, in: ZEIT ONLINE, 2010; Freiburger, IBAN die Schreckliche, in: Süddeutsche.de, 2011; Schneider, IBAN die Schreckliche, in: Handelsblatt Online, 2013.

<sup>2</sup> Deutsche Bezeichnung: Einheitlicher EURO-Zahlungsverkehrsraum.

<sup>3</sup> Vgl. Deutsche Bundesbank, SEPA: Die Zeit drängt!, 2013.

Kapitels wird die Methodik der Prozessmodellierung mit einer „Ereignisgesteuerten Prozesskette“ (EPK) vorgestellt. Kernstück dieser Bachelorarbeit ist die Entwicklung eines Referenzprozesses für die Implementierung des SEPA-Basislastschriftverfahrens in Kapitel 5. Die grafische Modellierung des Referenzprozesses mit einer Ereignisgesteuerte Prozesskette wird dabei durch die Erörterung der einzelnen Prozessschritte unter Ausführung in Betracht kommender Alternativen ergänzt. In der Schlussbetrachtung in Kapitel 6 wird unter anderem der Nutzen der SEPA-Basislastschrift für Kommunalverwaltungen bewertet.

Aus Gründen der besseren Lesbarkeit wird in dieser Bachelorarbeit bei personenbezogenen Formulierungen nur die männliche Form verwendet. Selbstverständlich beziehen sich diese Formulierungen gleichermaßen auf alle Geschlechter.

## 2 Der Einheitliche Euro-Zahlungsverkehrsraum

Bereits im Jahr 1990 beurteilte die Europäische Kommission die europäischen Zahlungsverkehrssysteme bei grenzüberschreitenden Zahlungen im EG-Binnenmarkt als wenig effizient und kostenintensiv.<sup>4</sup> Sieben Jahre später verabschiedete der europäische Gesetzgeber die Richtlinie 97/5/EG, um in diesem Bereich die Kosten- und Leistungstransparenz zu erhöhen. Kurz vor der Einführung des EURO als Bargeld sahen die Europäische Zentralbank (EZB)<sup>5</sup> und die Europäische Kommission<sup>6</sup> aber kaum Verbesserungen erreicht und weiteren Handlungsbedarf.

Gegen den Willen des Bankensektors<sup>7</sup> wurde daraufhin die Verordnung EG 2560/2001 verabschiedet, die Kreditinstitute dazu verpflichtet, für grenzüberschreitende elektronische Überweisungen bis 12.500€ (ab dem 01.07.2002) bzw. 50.000€ (ab dem 01.01.2006), die gleichen Gebühren wie für entsprechende innerstaatliche Transaktionen zu erheben.<sup>8</sup>

Um durch Selbstregulierung weitere für den Bankensektor nachteilige rechtliche Regelungen zu vermeiden, legten 45 europäische Kreditinstitute 2002 in dem Weißbuch „Euroland: Our Single Payment Area“ eine Strategie zur Verwirklichung der Single Euro Payments Area (SEPA) dar und gründeten für die Entwicklung der SEPA-Zahlverfahren und den entsprechenden Regelwerken das European Payment Council (EPC).<sup>9</sup>

Zur Harmonisierung der verschiedenen nationalen Rechtsrahmen für Zahlungsdienste in der Europäischen Gemeinschaft, wurde im Jahr 2007 die Zahlungsdiensterichtlinie 2007/64/EG verabschiedet. Damit wollte der europäische Gesetzgeber Rechtssicherheit herbeiführen und für neue

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<sup>4</sup> Vgl. KOM(1990), 477.

<sup>5</sup> Vgl. EZB, Improving cross-border retail payment services - Progress Report, 2000, S.5ff.

<sup>6</sup> Vgl. KOM(2000), 36; KOM(2001), 190.

<sup>7</sup> Vgl. EPC, About SEPA - SEPA Legal and Regulatory Framework.

<sup>8</sup> Vgl. Art. 3 Verordnung (EG) Nr. 2560/2001.

<sup>9</sup> Vgl. EPC, Euroland: Our Single Payment Area!, 2002, S.1ff.

Produkte, wie z.B. die SEPA-Lastschrift, einen Rechtsrahmen schaffen.

Am 28. Januar 2008 wurde die SEPA-Überweisung als erstes der SEPA-Zahlverfahren eingeführt und von über 4000 Banken in 31 Ländern angeboten. Im November 2009 folgten die SEPA-Lastschriftverfahren.<sup>10</sup> Ebenfalls im November 2009 trat die „Preisverordnung“ EG 924/2009 in Kraft, welche Verordnung 2560/2001 aufhebt und deren Preisvorschriften auf Lastschriftverfahren erweitert und um Verfügbarkeitsvorschriften ergänzt.<sup>11</sup>

Um die Interessen der Endnutzer besser im SEPA-Integrationsprozess koordinieren und einbringen zu können, wird im Juni 2010 von der Europäischen Kommission der SEPA-Rat ins Leben gerufen. Der SEPA-Rat trifft sich zweimal jährlich und setzt sich aus fünf Mitgliedern der Nachfrageseite (Unternehmen, öffentliche Verwaltungen, Verbraucher), fünf Mitgliedern von der Angebotsseite (Kreditinstitute) sowie vier Mitgliedern der Nationalbanken zusammen. Er hat zur Aufgabe durch die Einbindung aller Beteiligten für Transparenz und Plausibilität im SEPA Prozess zu sorgen, die SEPA Vision durch Erarbeitung strategischer Ziele voranzubringen sowie den Umstellungsprozess lenkend zu begleiten.<sup>12</sup> Nach dem europäischen Vorbild wird in Deutschland im Mai 2011 der Deutsche SEPA-Rat gegründet, der die Konsensfindung zwischen der Deutschen Kreditwirtschaft und den Endnutzern zu Fragen bei der SEPA-Implementierung in Deutschland fördert.<sup>13</sup>

Die geringe Durchsetzung der SEPA-Produkte am Markt veranlasste den europäischen Gesetzgeber im Jahre 2012 zur Verabschiedung der SEPA-Verordnung (EU) Nr. 260/2012, in der als Enddatum für die Umstellung der nationalen Zahlverfahren der 1. Februar 2014 festgelegt wird.<sup>14</sup> Ziel dieser Verordnung ist es unter anderem, die Interessen der Verbraucher sowie der

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<sup>10</sup> Vgl. EPC, Press Release, 28.01.2008.

<sup>11</sup> Vgl. Art. 6 und Art. 8 Verordnung (EG) Nr. 924/2009.

<sup>12</sup> Vgl. KOM(2009), 471, Nr. 2.6; Europäische Kommission, SEPA-Rat.

<sup>13</sup> Vgl. Deutsche Bundesbank, Deutscher SEPA-Rat.

<sup>14</sup> Vgl. Art. 6 Abs. 1 und Abs. 2 Verordnung (EU) Nr. 260/2012.



gewerblichen Endnutzer in den vom Bankensektor erschaffenen SEPA-Regelwerken zu stärken.<sup>15</sup> Der deutsche Gesetzgeber flankierte die Verordnung im April 2013 mit dem SEPA-Begleitgesetz.<sup>16</sup>

### **Regelungsabsichten des europäischen Gesetzgebers**

Mit der Einführung des EURO im Jahr 1999 als Buch- und im Jahr 2002 als Bargeld erfolgten entscheidende Schritte hin zu einer europäischen Währungsunion und der Vertiefung des europäischen Binnenmarkts. Allerdings waren elektronische Zahlungen über einzelstaatliche Grenzen hinaus weiterhin schwierig und kostspielig. Die Europäische Kommission und die EZB stellten 2006 in einer gemeinsamen Stellungnahme fest: *„Die Einführung des Euro als gemeinsame Währung des Euroraums wird erst dann abgeschlossen sein, wenn der SEPA Realität geworden ist, d.h. dann, wenn Verbraucher, Unternehmen und Regierungen innerhalb des Euro-Währungsgebiets bargeldlose Zahlungen von einem einzigen Konto irgendwo im Eurogebiet vornehmen können und hierbei einheitliche Zahlungsinstrumente ebenso einfach, effizient und sicher einsetzen können wie heute die Instrumente auf nationaler Ebene.“*<sup>17</sup> Folglich soll der SEPA zur Erfüllung der im Vertrag von Maastricht festgehaltenen und in der Lissabon-Agenda und in der Strategie Europa 2020 wiederholten, politischen Ziele einer einheitlichen europäischen Wirtschafts- und Währungsunion und der Vollendung des europäischen Binnenmarktes beitragen.<sup>18</sup>

Aus wirtschaftlicher Sicht wird die Entstehung eines „integrierten, wettbewerbsorientierten und innovativen Massenzahlungsmarkt für alle bargeldlosen Euro-Zahlungen“<sup>19</sup> erhofft, der zu einer stetigen Verbesserung der Zahlungsdienstleistungen führen und die Preise sinken lassen soll. Auf

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<sup>15</sup> Vgl. Erwägungsgrund 5 Verordnung (EU) Nr. 260/2012.

<sup>16</sup> Gesetz zur Begleitung der Verordnung (EU) Nr. 260/2012 zur Festlegung der technischen Vorschriften und der Geschäftsanforderungen für Überweisungen und Lastschriften in Euro und zur Änderung der Verordnung (EG) Nr. 924/2009 (SEPA-Begleitgesetz) vom 03. April 2013, BGBl. I S.610.

<sup>17</sup> Europäische Kommission/EZB, Pressemitteilung IP/06/577, 2006.

<sup>18</sup> Vgl. Erwägungsgrund 2 Verordnung (EU) Nr. 260/2012.

<sup>19</sup> EZB, Der einheitliche EURO Zahlungsverkehrsraum (SEPA), 2009, S.10.

den EURO-Raum bezogen sei es zudem unwirtschaftlich 27 verschiedene Zahlungssysteme zu unterhalten. Zumal international agierende Unternehmen oder Arbeitnehmer mehrere Bankkonten in verschiedenen Mitgliedstaaten parallel unterhalten müssten, da viele Zahlungsverfahren auf Grund verschiedener nationalstaatlicher Regelwerke nicht oder nur schlecht grenzüberschreitend funktionierten.<sup>20</sup>

Die Europäische Kommission erwartet außerdem, dass die SEPA-Zahlverfahren eine Plattform für e-Government Produkte wie elektronische Rechnungsstellung oder e-Procurement bildet, die durch die europaweite Standardisierung der Zahlungsverfahren gemeinsam entwickelt und genutzt werden können.<sup>21</sup>

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<sup>20</sup> Vgl. Erwägungsgründe 1 und 6 Verordnung (EU) Nr. 260/2012; EZB, Der einheitliche EURO Zahlungsverkehrsraum (SEPA), 2009, S.1ff.

<sup>21</sup> Vgl. Europäische Kommission, MEMO/11/936, 2011, Punkt 6.

### 3 Die SEPA-Zahlverfahren

Der EU-Rechtsrahmen für den SEPA besteht aus der Zahlungsdiensterichtlinie 2007/64/EG, der Preisverordnung EG 924/2009 und der SEPA-Verordnung (EU) 260/2012. Der deutsche Gesetzgeber hat, neben der Umsetzung der Zahlungsdiensterichtlinie in nationales Recht, den EU-Rechtsrahmen durch das SEPA-Begleitgesetz flankiert. Das Gesetz regelt die Zuständigkeiten der Behörden und legt fest, von welchen optionalen Übergangsbestimmungen, die in der SEPA-Verordnung der EU zugelassen sind, bis 2016 in Deutschland Gebrauch gemacht wird. Zum Beispiel wird das kartenbasierte elektronische Lastschriftverfahren Bestand haben und Banken können ihren Kunden Konvertierungsdienstleistungen anbieten, welche Kontonummer und BLZ in IBAN (International Bank Account Number) und BIC (Business Identifier Code) umwandeln.

Die Regelwerke für die SEPA-Überweisung und SEPA-Lastschrift werden durch das EPC, unter Berücksichtigung der rechtlichen Rahmenbedingungen, entwickelt. Diese Regelwerke gelten zunächst nur für das Interbankenverhältnis. Die für die Endnutzer relevanten Bestimmungen werden aber durch die Allgemeinen Geschäftsbedingungen der Kreditinstitute (Inkassovereinbarungen) auf das Kunde-Bank-Verhältnis übertragen. Die Kreditinstitute richten sich dabei grundsätzlich nach den AGB-Mustern des Banken- bzw. Sparkassenverbands. In dieser Arbeit wird aus Gründen der Vereinfachung ausschließlich aus dem Mustertext des Bundesverbands deutscher Banken (BdB) für die „Bedingungen für den Lastschrifteinzug“ mit Stand vom 26. Juni 2013 zum Inkrafttreten am 01. Februar 2014 zitiert.<sup>22</sup> Der Mustertext des Sparkassenverbands deckt sich inhaltlich größtenteils mit der Version des Bankenverbands. Auf Nachfrage teilte der Sparkassenverband Baden-Württemberg mit, dass der Mustertext für die Sparkassen gegen Ende des Jahres 2013 aktualisiert wird. Dadurch dürften, die in den folgenden Kapiteln entsprechend gekennzeichneten Abweichungen zur Version des Bankenverbands, beseitigen werden.

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<sup>22</sup> Zitiert als „BdB, AGB-Muster, 2013“.

## Der SEPA-Raum

Die SEPA-Zahlverfahren werden in den 17 Ländern des Euroraums, den 11 weiteren EU-Mitgliedstaaten sowie der Schweiz, Norwegen, Liechtenstein, Island und Monaco angewandt. Während sich alle an SEPA teilnehmenden Banken den EPC-Regelwerken verpflichtet haben, bindet der EU-Rechtsrahmen nur die EU-Mitgliedstaaten. Der Anwendungsbereich des gesamten SEPA-Regelwerks sowie der SEPA-Zahlverfahren umfasst ausschließlich Transaktionen in der EURO-Währung.

### 3.1 Die SEPA-Überweisung

Aus Sicht der Endnutzer unterscheidet sich das SEPA-Überweisungsverfahren vom bisher in Deutschland genutzten Datenträgeraustauschverfahren (DTA) vor allem durch die Ablösung von Kontonummer und Bankleitzahl durch IBAN und ggf. BIC.

Seit Januar 2012 ist außerdem die Ausführungsfrist für elektronische EURO-Überweisungen von drei auf einen Geschäftstag verkürzt.<sup>23</sup> Dies bedeutet, dass die Bank sicherstellen muss, dass der Geldbetrag der Bank des Zahlungsempfängers spätestens am Ende des folgenden Geschäftstages gutgeschrieben wird.<sup>24</sup> Der Zahlungsdienstleister des Zahlungsempfängers muss seinem Kunden den Zahlbetrag unverzüglich zur Verfügung stellen.<sup>25</sup> Die Ausführungsfrist kann sich bei beleghaften Überweisungen um einen Geschäftstag verlängern.<sup>26</sup>

Bei einer SEPA-Zahlung wird die Übertragung von maximal 140 Stellen des Verwendungszwecks garantiert.<sup>27</sup> Die Übermittlung des Verwendungszwecks war bei der DTA-Überweisung rechtlich nicht

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<sup>23</sup> Art. 69 Abs. 1 Richtlinie 2007/64/EG; § 675s Abs. 1 BGB; gilt seit diesem Zeitpunkt auch für DTA-Überweisungen.

<sup>24</sup> Ein Zahlungsauftrag der außerhalb eines Geschäftstages, z.B. an einem Sonntag oder nach einer festgelegten Uhrzeit, bei einer Bank eingeht, gilt erst am folgenden Geschäftstag als eingegangen.

<sup>25</sup> § 675t Abs. 1 BGB.

<sup>26</sup> Art. 69 Abs. 1 Richtlinie 2007/64/EG; § 675s Abs. 1 BGB.

<sup>27</sup> Art. 5 i.V.m. Anhang Nr. 1 c) Verordnung (EU) Nr. 260/2012.

garantiert, in der Regel wurden aber mehr als 140 Zeichen übermittelt.

### **IBAN und BIC**

Ab Februar 2014 muss zur Identifikation von Zahlungskonten bei Überweisungen und Lastschriften zwingend die IBAN verwendet werden.<sup>28</sup>

Eine deutsche IBAN besteht immer aus 22 Stellen, die sich aus dem Länderkennzeichen DE, einer zweistelligen Prüfziffer sowie der bisherigen Bankleitzahl und Kontonummer zusammensetzen. Besteht eine Kontonummer aus weniger als 10 Stellen wird diese um führende Nullen erweitert.<sup>29</sup> Die Anzahl der Stellen einer IBAN variiert je nach Staat.

#### **Beispiel:**

IBAN: DE 12 60450050 0023456789

Länderkennzeichen: DE

Prüfziffer: 12

Bankleitzahl: 60450050

Kontonummer: 0023456789

**Abb. 1:** Aufbau einer IBAN<sup>30</sup>

Der BIC ist eine von der Internationalen Organisation für Normung (ISO) standardisierte Kennziffer zur Identifikation von Kreditinstituten, ähnlich der national gültigen deutschen Bankleitzahl. Bei inländischen Zahlungsvorgängen darf der BIC ab Februar 2014 nicht mehr abgefragt werden. Bei grenzüberschreitenden Zahlungsvorgängen können Banken bis 2016 zusätzlich die Angabe des BIC verlangen. Ab 2016 wird der BIC für die SEPA-Zahlverfahren nicht mehr benötigt. Der elfstellige BIC setzt sich aus einem vierstelligen Bankkürzel, einem zweistelligen Länderkürzel, einem zweistelligen Ortskürzel und einem dreistelligen Filial- oder Abteilungskürzel zusammen. Fehlt die Angabe des Filialkürzels werden die fehlenden Stellen mit „XXX“ ersetzt.

<sup>28</sup> Art. 5 Abs. 1 a) und c) i.V.m. Anhang Nr. 1 a) Verordnung (EU) Nr. 260/2012.

<sup>29</sup> Bei einigen Kreditinstituten, z.B. Commerzbank oder Dresdner Bank, kann es Ausnahmeregelungen geben.

<sup>30</sup> Alle Abbildungen, wenn nicht anderweitig gekennzeichnet, nach eigener Darstellung.

**Beispiel:**

Bank: Kreissparkasse Ludwigsburg  
BIC: SOLA DE S1 LBG

Bankkürzel: SOLA  
Länderkennzeichen: DE  
Ortskürzel: S1  
Filialkürzel: LBG

**Abb. 2:** Aufbau des BIC der Kreissparkasse Ludwigsburg

Durch das deutsche SEPA-Begleitgesetz wird den Zahlungsdienstleister erlaubt, ihren Kunden die kostenfreie Konvertierung von Kontonummer und BLZ in IBAN und ggf. BIC anzubieten.<sup>31</sup>

### 3.2 Das SEPA-Basislastschriftmandat

Um Lastschriften einzureichen benötigt der Gläubiger eine Autorisierung durch den Zahlungspflichtigen. Statt durch die Einzugsermächtigung wie im Einzugsermächtigungslastschriftverfahren, erfolgt die Autorisierung bei den SEPA-Lastschriftverfahren durch das SEPA-Lastschriftmandat.<sup>32</sup> Mit Zahlungspflichtiger ist der Inhaber des zu belastenden Kontos gemeint. Der Kontoinhaber kann vom Vertragsschuldner bzw. Steuerpflichtigen abweichen, z.B. wenn er als Dritter die Vertragsschuld oder die Steuer begleicht.

Die Autorisierung kann dabei auf eine bestimmte Forderungsart beschränkt werden (Einzelmandat) oder sich auf alle Forderungen gegenüber des Zahlungspflichtigen je Bankverbindung beziehen (Sammelmandat).

Im Vergleich zur bisherigen relativ frei gestaltbaren Einzugsermächtigung sind die Anforderungen an Form, Bestandteile und Verwaltung des SEPA-Basislastschriftmandats wesentlich höher.

#### 3.2.1 Inhaltliche Bestandteile

Der Zahlungspflichtige ermächtigt mit dem SEPA-Lastschriftmandat den Zahlungsempfänger, Zahlungen mittels Lastschrift von seinem Konto

<sup>31</sup> Art. 2 Nr. 2 SEPA-Begleitgesetz i.V.m. § 7b Zahlungsdiensteaufsichtsgesetz.

<sup>32</sup> Art.5 Nr. 3 a) i.V.m. Art. 1 Nr. 21 Verordnung (EU) Nr. 260/2012.

einziehen und weist gleichzeitig seinen Zahlungsdienstleister an, die Lastschriften einzulösen. Dafür muss das Mandat folgenden oder einen inhaltsgleichen Text enthalten:

*„Ich ermächtige (Wir ermächtigen) [Name des Zahlungsempfängers], Zahlungen von meinem (unserem) Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von [Name des Zahlungsempfängers] auf mein (unser) Konto gezogenen Lastschriften einzulösen.*

Hinweis:

*Ich kann (Wir können) innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem (unserem) Kreditinstitut vereinbarten Bedingungen.“<sup>33</sup>*

Ferner muss erkennbar gemacht werden, ob das Mandat für wiederkehrende Zahlungen oder nur für eine einmalige Zahlung erteilt wird. Weitere Inhalte des Lastschriftmandats nach den Anforderungen in den Inkassovereinbarungen sind:<sup>34</sup>

- Name, Adresse und Gläubiger-Identifikationsnummer (Gläubiger-ID)<sup>35</sup> des Zahlungsempfängers.
- Name, Adresse, Kontokennung und Unterschrift des Zahlungspflichtigen sowie das Datum der Unterschrift.

Für jedes Mandat vergibt der Zahlungsempfänger individuell eine bis zu 35 Stellen lange alphanumerische Mandatsreferenz. Jede Mandatsreferenz darf nur einem gültigen Mandat zugewiesen sein. Sie kann bereits im Mandat enthalten sein, oder dem Zahlungsempfänger später mitgeteilt werden, z.B. durch die Vorabankündigung einer Lastschrift.

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<sup>33</sup> Vgl. EPC, SEPA Direct Debit Rulebook Series 3 - Mandate translation - German for Germany, Austria, Liechtenstein and Luxembourg, 2013.

<sup>34</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 4.4.1.

<sup>35</sup> Vgl. Kapitel 3.3.1.

### 3.2.2 Anforderung an Gestaltung und Form

Für die Gestaltung eines SEPA-Mandats gibt es keine Vorgaben. Die Einbindung des Mandats in ein anderes Dokument, bspw. in einen Vertrag, ist zwar grundsätzlich möglich, die Anforderungen an die Mandatsaufbewahrung<sup>36</sup> müssen aber eingehalten werden können.<sup>37</sup>

Das Mandat sollte in einer Amtssprache des Europäischen Wirtschaftsraums verfasst werden, die der Zahlungspflichtige beherrscht. In anderen Fällen kann Englisch verwendet werden.<sup>38</sup>

MUSTER GMBH, ROSENWEG 2, 00000 IRGENDWO

Gläubiger-Identifikationsnummer DE99ZZZ05678901234

Mandatsreferenz 987543CB2

**SEPA-Lastschriftmandat**

Ich ermächtige die Muster GmbH, Zahlungen von meinem Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein Kreditinstitut an, die von der Muster GmbH auf mein Konto gezogenen Lastschriften einzulösen.

Hinweis: Ich kann innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem Kreditinstitut vereinbarten Bedingungen.

\_\_\_\_\_

Vorname und Name (Kontoinhaber)

\_\_\_\_\_

Straße und Hausnummer

\_\_\_\_\_

Postleitzahl und Ort

\_\_\_\_\_

Kreditinstitut (Name und BIC)

DE \_ \_ | \_ \_ \_ \_ | \_ \_ \_ \_ | \_ \_ \_ \_ | \_ \_ \_ \_

IBAN

\_\_\_\_\_

Datum, Ort und Unterschrift

**Abb. 3:** Beispiel eines Sammelmandats für wiederkehrende SEPA-Basislastschriften<sup>39</sup>

<sup>36</sup> Vgl. Kapitel 3.2.4.

<sup>37</sup> Vgl. Gemeindetag Baden-Württemberg/u.a., SEPA Leitfaden, 2013, S.19.

<sup>38</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 4.4.1; Deutsche Kreditwirtschaft, Implementierungsfragen, 2013, Nr. 6.6; Das EPC stellt Übersetzungen des Mandatstextes in alle Amtssprachen des Europäischen Wirtschaftsraums auf seiner Homepage (<http://www.europeanpaymentscouncil.eu>) zur Verfügung.

<sup>39</sup> Entnommen aus: Deutsche Kreditwirtschaft, Beispiel-Formulare für das SEPA-Lastschriftmandat, 2012, S.4; (Dokument als Anlage 12 beigefügt).



Das EPC-Regelwerk sieht die Möglichkeit eines elektronischen „e-Mandate“ vor, jedoch bietet die Deutsche Kreditwirtschaft derzeit diesen freiwilligen Service nicht an. Das Mandat kann vorerst nur in Schriftform erteilt werden.<sup>40</sup> Die Deutsche Kreditwirtschaft verweist hier auf §§ 126ff BGB, wonach sich folgende Möglichkeiten ergeben:<sup>41</sup>

1. Ein durch den Kontoinhaber eigenhändig durch Namensunterschrift unterzeichnetes Mandat.<sup>42</sup>
2. Ein Mandat in elektronischer Form, das mit einer qualifizierten elektronischen Signatur nach dem Signaturgesetz versehen ist.<sup>43</sup>
3. Die telekommunikative Übermittlung des Mandats unter Einhaltung der Textform.<sup>44</sup> Das mit Datum und Unterschrift<sup>45</sup> versehene Mandatsdokument kann dabei bspw. durch Telefax oder E-Mail übermittelt werden.

Von Seiten der Deutschen Kreditwirtschaft wird die telekommunikative Übermittlung zwar nicht mehr ausgeschlossen, aber kritisch gesehen, da den Zahlungsempfänger die Darlegungs- und Beweislast für das Vorliegen eines vom Zahlungspflichtigen autorisierten Mandats treffe.<sup>46</sup> Im Finanzausschuss des Bundestags teilten die Koalitionsfraktionen der CDU/CSU und der FDP bei den Beratungen zum Gesetzentwurf des SEPA-Begleitgesetzes diese Bedenken nicht. Es gebe weder durch das Europarecht noch durch die Gesetzeslage in Deutschland bestimmte Anforderungen an die Form des Mandats. Wird in Inkassovereinbarungen Schriftform vereinbart, gelte im Zweifel die telekommunikative Übermittlung unter Einhaltung der Textform zur Wahrung der schriftlichen Form.<sup>47</sup> Nach den, bei der Verfassung dieser Arbeit gültigen Inkassovereinbarungen der Sparkassen, muss das vom Zahlungspflichtigen unterschriebene Lastschriftmandat dem Zahlungsempfänger im Original vorliegen, was eine

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<sup>40</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 4.4.1.

<sup>41</sup> Vgl. Deutsche Kreditwirtschaft, Implementierungsfragen, 2013, Nr. 11.2.

<sup>42</sup> § 127 Abs. 1 i.V.m. § 126 Abs. 1 BGB.

<sup>43</sup> § 127 Abs. 1 i.V.m. § 126a Abs. 1 BGB.

<sup>44</sup> § 127 Abs. 2 i.V.m. § 126b BGB.

<sup>45</sup> Die Unterschrift kann z.B. durch Einscannen digitalisiert werden.

<sup>46</sup> Vgl. Deutsche Kreditwirtschaft, Implementierungsfragen, 2013, Nr. 11.2.

<sup>47</sup> Vgl. Bundestagsdrucksache 17/11395, Abs. V Nr. 1 und Nr. 2.

telekommunikative Übermittlung ausschließen würde.<sup>48</sup> Da die Deutsche Kreditwirtschaft inzwischen ihre Position zur grundsätzlichen Zulässigkeit der telekommunikativen Übermittlung geändert hat, wird diese vermutlich von den Sparkassen bei der nächsten Änderung ihrer AGB zugelassen.

Im „SEPA-Leitfaden Baden-Württemberg“, der unter anderen vom Baden-Württembergischen Gemeindetag, Städtetag, Landkreistag und Sparkassenverband entwickelt wurde, wird den Kommunalverwaltungen empfohlen, ausschließlich schriftliche Mandate zu akzeptieren.<sup>49</sup> Diese Empfehlung ist angesichts dessen, dass auch die Deutsche Kreditwirtschaft mittlerweile telekommunikativ übermittelte Mandate für zulässig erachtet, nicht mehr nachvollziehbar.

### **3.2.3 Gültigkeit, Verfall und nachträgliche Änderungen**

Ein Lastschriftmandat verfällt, wenn es 36 Monate nach dem Fälligkeitsdatum der zuletzt erfolgten Lastschrift nicht verwendet wird.<sup>50</sup> Bei regelmäßiger Verwendung in Zeitabständen, die kleiner als 36 Monate sind, ist das Mandat grundsätzlich unbefristet gültig. Die erste Frist beginnt mit dem Datum der Unterschrift bzw. der Migration der Einzugsermächtigung.<sup>51</sup>

Der Zahlungspflichtige kann ein Mandat gegenüber seinem Zahlungsdienstleister oder dem Zahlungsempfänger jederzeit widerrufen.<sup>52</sup> Er hat auch die Möglichkeit, sein Konto für jegliche oder bestimmte Lastschrifteinzüge zu sperren oder diese in Betragshöhe und Periodizität zu begrenzen.<sup>53</sup> Die Sperrung des Mandats kann durch den Zahlungspflichtigen aufgehoben werden. Ist ein Mandat widerrufen oder verfallen, muss für einen erneuten Lastschrifteinzug ein neues Mandat eingeholt werden.

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<sup>48</sup> Vgl. Sparkassenverband, Vereinbarungen über den Einzug von Forderungen durch SEPA-Basis-Lastschriften, 2012, Nr. 2 i.V.m. Nr. 5.4.

<sup>49</sup> Vgl. Gemeindetag Baden-Württemberg/u.a., SEPA Leitfaden, 2013, S.19.

<sup>50</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 4.6 Abs. 4.

<sup>51</sup> Vgl. Kapitel 3.2.5.

<sup>52</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 4.4.4.

<sup>53</sup> Vgl. Art. 5 Abs. 3 c) Nr. i) und iii) Verordnung (EU) 260/2012; BdB, Bedingungen für Zahlungen mittels Lastschrift im SEPA-Basislastschriftverfahren, 2012 Nr. 2.2.4.

### **Nachträgliche Änderung von Mandatsinhalten**

Lediglich für die Änderung der Person des Zahlungsempfängers oder Zahlungspflichtigen muss ein Mandat neu eingeholt werden. Alle anderen Mandatsinhalte können geändert werden, ohne dass eine Neueinholung des Mandats notwendig wird.

Der Zahlungsempfänger kann Daten, wie z.B. die Mandatsreferenznummer oder Gläubiger-ID, ohne Zustimmung des Zahlungspflichtigen ändern, wenn die Änderung notwendig und begründbar ist, um Zahlungen korrekt ausführen zu können. Der Zahlungspflichtige kann Daten, wie z.B. die Adresse oder die Kontokennung, durch eine Erklärung gegenüber dem Zahlungsempfänger ändern. Der Zahlungsempfänger ist verpflichtet, diese Änderung im Zweifel nachzuweisen.<sup>54</sup> Deswegen sollten Änderungen durch den Zahlungspflichtigen nur in Schrift- oder Textform nach §§ 126ff BGB akzeptiert werden.

#### **3.2.4 Art und Frist der Aufbewahrung**

Das SEPA-Regelwerk des EPC schreibt vor, dass Mandate einschließlich erfolgter Änderungen so lange aufbewahrt werden müssen, wie der Zahlungspflichtige noch eine Rückerstattung wegen eines fehlerhaften Mandats verlangen könnte.<sup>55</sup> Die Banken und Sparkassen verlangen in den Inkassovereinbarungen die Aufbewahrung bis 14 Monate nach der Einreichung der letzten eingezogenen Lastschrift.<sup>56</sup>

Die Aufbewahrung muss in der gesetzlich vorgeschriebenen Schrift- oder Textform nach §§ 126ff BGB erfolgen.<sup>57</sup> Eine Aufbewahrung des Originals ist in Deutschland grundsätzlich gesetzlich nicht vorgeschrieben. Eine rein elektronische revisionssichere<sup>58</sup> Archivierung ist demnach zulässig.

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<sup>54</sup> Vgl. Deutsche Bundesbank, FAQ: SEPA.

<sup>55</sup> Vgl. EPC, SEPA Direct Debit Core Rulebook Version 6.1, 2012, Nr. 4.1.

<sup>56</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 4.4.3.

<sup>57</sup> Die Sparkassen verlangen bisher die Aufbewahrung des Mandats im Original, was vermutlich mit der nächsten Änderung der AGBs gegen Ende des Jahres geändert wird, vgl. Sparkassenverband, Vereinbarung über den Einzug von Forderungen durch SEPA-Basis-Lastschriften, 2012, Nr. 5.2.

<sup>58</sup> Vgl. Kapitel 5.6.

Das Kreditinstitut des Zahlungspflichtigen kann jederzeit die Zurverfügungstellung von Kopien des Lastschriftmandats verlangen.<sup>59</sup>

### **3.2.5 Verwendung bestehender Einzugsermächtigungen**

Nach den SEPA-Inkassovereinbarungen der Banken und Sparkassen können bestehende Einzugsermächtigungen aus dem Einzugsermächtigungslastschriftverfahren als Mandate im SEPA-Lastschriftverfahren genutzt werden.<sup>60</sup> Die Einzugsermächtigung muss dafür in Schrift- oder Textform nach §§ 126ff BGB dem Zahlungsempfänger vorliegen sowie

- die Bezeichnung des Zahlungsempfängers,
- die Bezeichnung des Zahlungspflichtigen und
- die Kontokennung des Zahlungspflichtigen

enthalten.<sup>61</sup>

Eine Änderung der AGB für Zahlungsdienstnutzer der Banken und Sparkassen im Juli 2012 regelt, dass vom Zahlungspflichtigen erteilte Einzugsermächtigungen - auch rückwirkend - als Weisung an den Zahlungsdienstleister gelten, vom Zahlungsempfänger eingereichte Lastschriften einzulösen.<sup>62</sup>

Vor dem Einzug der ersten SEPA-Lastschrift, ist der Zahlungsempfänger verpflichtet, den Zahlungspflichtigen in Textform unter Angabe von Gläubiger-ID und Mandatsreferenz über den Wechsel auf das SEPA-Lastschriftverfahren zu unterrichten. Diese Unterrichtung ist dem Kreditinstitut auf Verlangen nachzuweisen.<sup>63</sup>

Nach der Unterrichtung wird die migrierte Einzugsermächtigung wie ein neues Mandat behandelt. Die folgende Lastschrift ist als Erstlastschrift zu

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<sup>59</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 1.7.

<sup>60</sup> Somit findet Art. 7 Abs. 1 Halbsatz 1 Verordnung (EU) 260/2012 keine Anwendung.

<sup>61</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 4.4.2.

<sup>62</sup> Vgl. BdB, Bedingungen für Zahlungen mittels Lastschrift im SEPA-Basislastschriftverfahren, 2012, Nr. 2.2.2.

<sup>63</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 4.4.2 Abs. 3.

kennzeichnen.<sup>64</sup>

### 3.3 Das SEPA-Basislastschriftverfahren

Die größten Unterschiede, die das SEPA-Basislastschriftverfahren zum Einzugsermächtigungslastschriftverfahren aufweist, sind folgende:

- die grenzüberschreitende Nutzbarkeit des Verfahrens für EURO-Zahlungen im SEPA-Raum,
- die Verwendung von IBAN und ggf. BIC als Kundenkennung,
- die höheren Anforderungen an das SEPA-Lastschriftmandat im Vergleich zur Einzugsermächtigung,<sup>65</sup>
- die Verwendung eines genauen Abbuchungsdatums bzw. Fälligkeitsdatums<sup>66</sup>,
- die Einhaltung von Fristen zur Einreichung der Lastschrift unter Verwendung des XML<sup>67</sup>-Datenformat bei dem Kreditinstitut,<sup>68</sup>
- die Vorabankündigung<sup>69</sup> der Lastschrift gegenüber dem Zahlungspflichtigen unter Angabe des Fälligkeitsdatums, der Höhe des Abbuchungsbetrags, der Mandatsreferenz und der Gläubiger-ID.<sup>70</sup>

Durch die aufgeführten Unterschiede wird die Durchführung einer Lastschrift komplexer. Nachfolgend wird der Prozessablauf einer SEPA-Basislastschrift dargestellt:

1. Das Lastschriftmandat wird dem Zahlungsempfänger durch den Zahlungspflichtigen erteilt oder liegt bereits vor. Für die Einreichung der Lastschrift bei der Bank müssen die Mandatsdaten digital aufbereitet werden.
2. Der Zahlungsempfänger informiert den Zahlungspflichtigen durch die Vorabankündigung über den Lastschrifteinzug.
3. Der Zahlungsempfänger reicht den Lastschriftdatensatz bei seinem Kreditinstitut ein, mit dem ein Inkassovertrag abgeschlossen wurde.

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<sup>64</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 4.4.2.

<sup>65</sup> Vgl. Kapitel 3.2.

<sup>66</sup> Von Englisch „Due Date“.

<sup>67</sup> Eine Spezifikation der Extensible Markup Language (XML) für die Finanzwirtschaft ist normiert durch ISO 20022.

<sup>68</sup> Vgl. Kapitel 3.3.3.

<sup>69</sup> Von Englisch „Pre-notification“. Häufig auch mit „Pränotifikation“ übersetzt.

<sup>70</sup> Vgl. Kapitel 3.3.2.

Zu beachten sind die vereinbarten Einreichungsfristen.

4. Das Kreditinstitut des Zahlungsempfängers leitet den Lastschriftdatensatz an das Kreditinstitut des Zahlungspflichtigen weiter.
5. Am Fälligkeitstermin wird das Konto des Zahlungspflichtigen belastet, die beteiligten Kreditinstitute verrechnen den Zahlungsbetrag und die Gutschrift geht auf dem Konto des Zahlungsempfängers ein.

### **Erstattungsrecht des Zahlungspflichtigen**

Nach den AGB-Änderungen der Banken und Sparkassen zum 09.07.2012<sup>71</sup> können Zahlungspflichtige bei autorisierten Lastschriften binnen 8 Wochen ab dem Abbuchungstag ohne Angabe von Gründen die Erstattung des Lastschriftbetrags verlangen.<sup>72</sup> Ist die Lastschrift nicht autorisiert, z.B. wegen eines mangelhaften oder fehlenden Mandats, verlängert sich die Frist auf 13 Monate.<sup>73</sup>

#### **3.3.1 Gläubiger-Identifikationsnummer**

Um an den SEPA-Lastschriftverfahren teilnehmen zu können müssen die Zahlungsempfänger bei der Deutschen Bundesbank eine Gläubiger-ID beantragen. Für jeden Lastschriftgläubiger wird lediglich eine kontenunabhängige Identifikationsnummer vergeben.<sup>74</sup>

In Deutschland besteht eine Gläubiger-ID aus 18 Stellen. Die ersten beiden Stellen enthalten den deutschen ISO-Ländercode „DE“, dahinter folgen zwei Prüzziffern und drei Stellen für die Geschäftsbereichskennung. Die Stellen 8 – 18 enthalten das nationale Identifikationsmerkmal für den Lastschriftgläubiger.

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<sup>71</sup> Auch die AGB für das Einzugsermächtigungslastschriftverfahren wurden angepasst, somit gelten die neuen Fristen auch für Einzugsermächtigungslastschriften ab dem 09.07.2012.

<sup>72</sup> Vgl. BdB, Bedingungen für Zahlungen mittels Lastschrift im SEPA-Basislastschriftverfahren, 2012, Nr. 2.5 Abs. 1.

<sup>73</sup> Vgl. BdB, Bedingungen für Zahlungen mittels Lastschrift im SEPA-Basislastschriftverfahren, 2012, Nr. 2.6.1 i.V.m. Nr. 2.6.5 Abs. 2.

<sup>74</sup> Vgl. Deutsche Bundesbank, Verfahrensbeschreibung Gläubiger-Identifikationsnummer, 2012, Nr. 1.1 und Nr. 1.5.

**Beispiel:**

Gläubiger ID: DE98ZZZ7654321098

ISO-Länderkennzeichen: DE

Prüfziffer: 98

Geschäftsbereichskennung: ZZZ

Nationales Identifikationsmerkmal: 7654321098

**Abb. 4:** Aufbau einer Gläubiger-ID

Die Geschäftsbereichskennung ist standardmäßig mit „ZZZ“ belegt, kann aber durch den Lastschriftgläubiger frei mit Buchstaben oder Ziffern versehen werden. Eine Kommune könnte dadurch verschiedene Einrichtungen oder Organisationseinheiten kennzeichnen.<sup>75</sup> Bspw. könnte ein Eigenbetrieb Stadtwerke mit der Gläubiger-ID „DE98**SWE**7654321098“ arbeiten, während der Kernhaushalt die Gläubiger-ID „DE98**KHH**7654321098“ verwendet.

### 3.3.2 Vorabankündigung des Lastschrifteinzugs

Der Zahlungsempfänger muss den Zahlungspflichtigen durch eine Vorabankündigung über den bevorstehenden Lastschrifteinzug informieren.

#### Vorgaben zur Frist

Die Vorabankündigung hat in der Regel spätestens 14 Tage vor Fälligkeit der Lastschrift zu erfolgen. Der Zahlungspflichtige und der Zahlungsempfänger können auch eine andere Frist vereinbaren. Ein Verzicht auf die Vorabankündigung ist allerdings nicht möglich.<sup>76</sup>

#### Inhaltliche Bestandteile

Die Inkassovereinbarungen machen, außer zur Angabe der Fälligkeitsdaten keine konkreten Vorgaben zum Inhalt der Vorabankündigung. Das EPC-Regelwerk sieht aber die folgenden Mindestinhalte vor:<sup>77</sup>

- Das Fälligkeitsdatum,
- die Höhe des Lastschriftbetrags,

<sup>75</sup> Vgl. Deutsche Bundesbank, Gläubiger Identifikationsnummer – Allgemeine Hinweise.

<sup>76</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 4.5.

<sup>77</sup> Vgl. EPC, SEPA Direct Debit Core Rulebook Version 6.1, 2012, Nr. 4.6.4.

- die Gläubiger-ID und
- die Mandatsreferenz.

Für wiederkehrende Lastschriften genügt eine Vorabankündigung mit mehreren Fälligkeitsdaten oder periodischen Zeitangaben, z.B. „Die Hundesteuer über 120 Euro wird jeweils am ersten Werktag eines Kalenderjahres beginnend am 02.01.2014 von ihrem Konto abgebucht.“ Ändert sich das Fälligkeitsdatum oder die Höhe des Lastschriftbetrags bedarf es einer erneuten Vorabankündigung.

### **Anforderungen an die Form**

Für die Form einer Vorabankündigung gibt es keine Vorgaben. Theoretisch könnte sie auch mündlich erfolgen. Es liegt jedoch im Interesse des Zahlungspflichtigen eine beweissichere Variante in Schrift- oder Textform nach §§ 126ff BGB zu wählen. Dabei kann die Vorabankündigung auch in ein anderes Dokument, wie z.B. ein Gebührenbescheid, integriert werden.

### **Konsequenzen einer mangelhaften Vorabankündigung**

Die Vorabankündigung ist eine Verpflichtung aus der Inkassovereinbarung mit dem Kreditinstitut. Dennoch bleibt eine SEPA-Lastschrift auch bei einer fehlenden oder mangelhaften Vorabankündigung autorisiert.<sup>78</sup> Ob der Zahlungsempfänger dann aber, wenn eine Lastschrift nicht eingelöst werden konnte, die Gebühren für die Rückbuchung oder sonstige in diesem Zusammenhang stehenden Nebenforderungen wie Mahngebühren, Säumniszuschläge oder Vollstreckungskosten eintreiben kann, erscheint zweifelhaft.

### **3.3.3 Format und Fristen zur Einreichung des Lastschriftdatensatzes**

Nach Art. 5 Abs. 1 b) und 1 d) i.V.m. Anhang Nr. 1 b) der SEPA-Verordnung ist als Nachrichtenformat des Lastschriftdatensatzes der XML-Standard der ISO 20022 zu verwenden.

Die Einreichungsfrist vereinbart der Zahlungsempfänger individuell mit seinem Kreditinstitut in der Inkassovereinbarung. Die unten aufgeführten

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<sup>78</sup> Vgl. Deutsche Kreditwirtschaft, Implementierungsfragen, 2013, Nr. 4.2.



Mindesteinreichungsfristen können die Kreditinstitute individuell um Bearbeitungszeiten verlängern. In der Regel werden die Fristen in der Inkassovereinbarung in Geschäftstagen des Kreditinstituts angegeben.<sup>79</sup>

Die Mindestfristen, die sich aus dem SEPA-Regelwerk des EPC ergeben, betragen für eine Einmallastschrift und der ersten Lastschrift im Rahmen eines Mandats für wiederkehrende Zahlungen (Erstlastschrift) fünf TARGET2-Tage<sup>80</sup>. Für eine Folgelastschrift im Rahmen Mandats für wiederkehrende Zahlungen sind mindestens zwei TARGET2-Tage erforderlich.<sup>81</sup> Die Deutsche Kreditwirtschaft unterstützt derzeit nicht die COR1<sup>82</sup>-Mindesteinreichungsfristen von einem TARGET2-Tag für alle Lastschriften, eine Unterstützung ist aber für November 2013 in Planung.<sup>83</sup>

### 3.4 Das SEPA-Firmenlastschriftverfahren

Das SEPA-Firmenlastschriftverfahren ist dem derzeitigen Abbuchungsauftragsverfahren ähnlich und unterscheidet sich zum SEPA-Basislastschriftverfahren in folgenden Punkten:

- Der Zahlungspflichtige muss seinem Kreditinstitut die Erteilung des Firmenlastschriftmandats bestätigen.<sup>84</sup>
- Die Einreichungsfrist für alle Firmenlastschriften kann in der Inkassovereinbarung auf bis zu einem TARGET2-Tag verkürzt werden.<sup>85</sup>
- Nach einer autorisierten Belastung seines Kontos kann der Zahlungspflichtige keine Erstattung des Lastschriftbetrags verlangen.<sup>86</sup>

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<sup>79</sup> Diese können sich von den TARGET2-Tagen unterscheiden.

<sup>80</sup> **Trans-European Automated Real-time Gross Settlement Express Transfer System** 2-Tage sind Tage an denen EURO-Zahlungen über das TARGET2 System abgewickelt werden können: Immer Montags-Freitags von 07:00 Uhr bis 18:00 Uhr außer 1. Januar, Karfreitag, Ostermontag, 1. Mai, 25. und 26. Dezember.

<sup>81</sup> Vgl. EPC, SEPA Direct Debit Core Rulebook Version 6.1, 2012, Annex V Nr. 2.2

<sup>82</sup> Modifikation der Standard Core-Basislastschrift mit verkürzten Einreichungsfristen.

<sup>83</sup> Vgl. Deutsche Kreditwirtschaft, Implementierungsfragen, 2013, Nr. 2.3.

<sup>84</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 5.1.

<sup>85</sup> Vgl. EPC, SEPA Direct Debit Business to Business Rulebook Version 4.1, 2012, Nr. 4.6.4.

<sup>86</sup> Vgl. BdB, Bedingungen für Zahlungen mittels Lastschrift im SEPA-Basislastschriftverfahren, 2012, Nr. 2.5.

- Das Firmenlastschriftverfahren kann nur von Zahlungspflichtigen genutzt werden, die keine Verbraucher sind.<sup>87</sup>

Eine Kommunalverwaltung als Zahlungsempfänger kann dieses Verfahren also nur verwenden, wenn der Zahlungspflichtige ein Unternehmen ist. Auf Grund des fehlenden Erstattungsrechts ist das Firmenlastschriftverfahren aber für ein Unternehmen als Zahlungspflichtiger nachteilig. Diesen Nachteil könnte der Zahlungsempfänger durch die Gewährung von Skonti und Rabatten ausgleichen, was einer Kommunalverwaltung allerdings bei Steuern und Abgaben nicht möglich ist. Ein Unternehmen dürfte also in der Regel kein Interesse daran haben einer Kommunalverwaltung ein Firmenlastschriftmandat zu erteilen. Daher wird das SEPA-Firmenlastschriftverfahren für Kommunalverwaltungen keine bzw. höchstens eine untergeordnete Rolle spielen.

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<sup>87</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 5.1.

## 4 Prozessmodellierung mit Ereignisgesteuerten Prozessketten

Bei einer Prozessmodellierung werden abstrahierte Modelle von Geschäftsprozessen erstellt, die unter anderem zur Identifikation, Dokumentation oder Verbesserung der Geschäftsprozesse dienen.<sup>88</sup> Unter Geschäftsprozess kann die chronologische und sachlogische Abfolge von Arbeitsschritten zur Erreichung eines betrieblich bzw. behördlich relevanten Ziels, verstanden werden.<sup>89</sup>

Referenzprozesse sollen den Organisationen einerseits helfen, eigene Geschäftsprozesse zu entwickeln und zu implementieren und andererseits eine Benchmarking-Grundlage für bestehende Geschäftsprozesse bieten. Im Gegensatz zur Geschäftsprozessmodellierung mit Orientierung an real existierenden Arbeitsabläufen einzelner Organisationen wird bei der Referenzprozessmodellierung versucht, ein allgemeingültiges Prozessmodell für eine definierte Vielzahl von Organisationen zu entwickeln. Da Referenzprozesse lediglich allgemeingültige Rahmenbedingungen innerhalb der definierten Zielgruppe berücksichtigen und nicht auf die Gegebenheiten einzelner Organisationen eingehen können, ist der Abstraktionsgrad der Prozessmodelle entsprechend höher.

In dieser Arbeit wird zur Prozessmodellierung der Prozessmodelltyp der „Ereignisgesteuerten Prozesskette“ (EPK), der im Jahr 1992 in einer Arbeitsgruppe am Institut für Wirtschaftsinformatik der Universität des Saarlandes entwickelt wurde, eingesetzt.<sup>90</sup> Die Modellgrafiken wurden mit „ARIS Express Version 2.4“ der „Software AG“ erstellt. Die methodischen Grundlagen der Modellierung mit der EPK sind bei Keller/Nüttgens/Scheer<sup>91</sup> beschrieben. Die Einführungen in die Prozessmodellierung mit einer EPK

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<sup>88</sup> Vgl. Becker/u.a., Prozessmanagement, 2008, S.51ff; Lehmann, Integrierte Prozessmodellierung mit ARIS, 2008, S.15.

<sup>89</sup> Vgl. Becker/u.a., Prozessmanagement, 2008, S.6f; Lehmann, Integrierte Prozessmodellierung mit ARIS, 2008, S.10f.

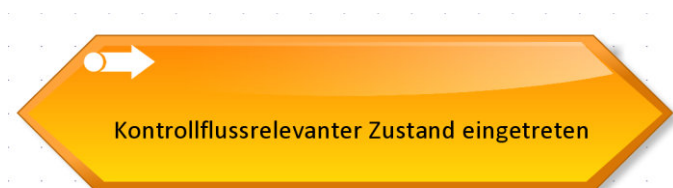
<sup>90</sup> Vgl. Keller/u.a., Semantische Prozeßmodellierung, 1992, S.1.

<sup>91</sup> Vgl. Keller/u.a., Semantische Prozeßmodellierung, 1992, S.6ff.

von Staud<sup>92</sup>, Becker/Kegeler/Rosemann<sup>93</sup> und Lehmann<sup>94</sup> berücksichtigen Weiterentwicklungen der Modellierungstechnik. Im Folgenden werden die für das Verständnis des in dieser Arbeit entwickelten Referenzprozesses relevanten Grundlagen der Prozessmodellierung mit der EPK zusammengefasst.

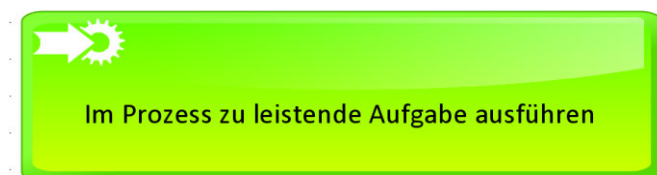
### Methodische Grundlagen zur Prozessmodellierung mit der EPK

Eine EPK stellt den Kontrollfluss eines Prozesses durch eine Verknüpfungsabfolge von Ereignissen und Funktionen dar. Ereignisse lösen Funktionen aus und Funktionen können wiederum Ereignisse als Ergebnis haben. Darüber hinaus kann die Funktionsdurchführung durch Informationsobjekte spezifiziert werden. Unter Kontrollfluss wird der zeitlich-logische Ablauf des Prozesses verstanden. Durch die Beschriftung der Symbole werden die jeweiligen Ereignisse, Funktionen und Informationsobjekte beschrieben.



**Abb. 5:** Beispiel eines ARIS Express Ereignissymbols

Ein Ereignis stellt ein kontrollflussrelevanter eingetretener Zustand dar. Eine Prozesskette beginnt mit einem Ereignis und wird mit einem Ereignis abgeschlossen. Innerhalb der Prozesskette löst ein Ereignis immer eine Funktion aus. Als passive Zustandsbeschreibung hat ein Ereignis keine Entscheidungskompetenz über den weiteren Kontrollfluss.



**Abb. 6:** Beispiel eines ARIS Express Funktionssymbols

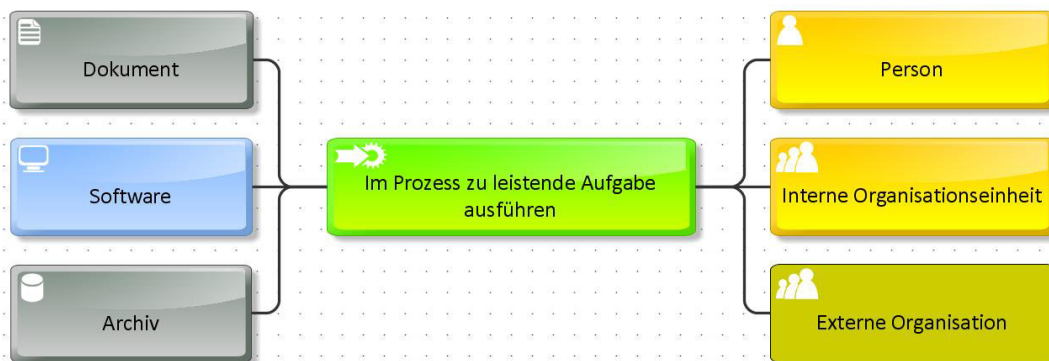
Eine Funktion beschreibt eine im Prozess zu leistende Aufgabe. Sie hat

<sup>92</sup> Vgl. Staud, 2001, S.59ff.

<sup>93</sup> Vgl. Becker/u.a., Prozessmanagement, 2008, S.65ff.

<sup>94</sup> Vgl. Lehmann, Integrierte Prozessmodellierung mit ARIS 2008, S.63ff.

dabei eine aktive Entscheidungskompetenz über den weiteren Kontrollfluss. Die Ausführung einer Funktion kann bestimmen, welche Ereignisse im Kontrollfluss folgen. Theoretisch wird eine Funktion immer durch ein Ereignis ausgelöst und hat immer mindestens ein Ereignis als Ergebnis. Zur besseren Übersichtlichkeit der EPK-Modelle können jedoch Abbildungen redundanter Zwischenereignisse weggelassen werden, sodass innerhalb der Modelle reine Funktionsketten entstehen können.

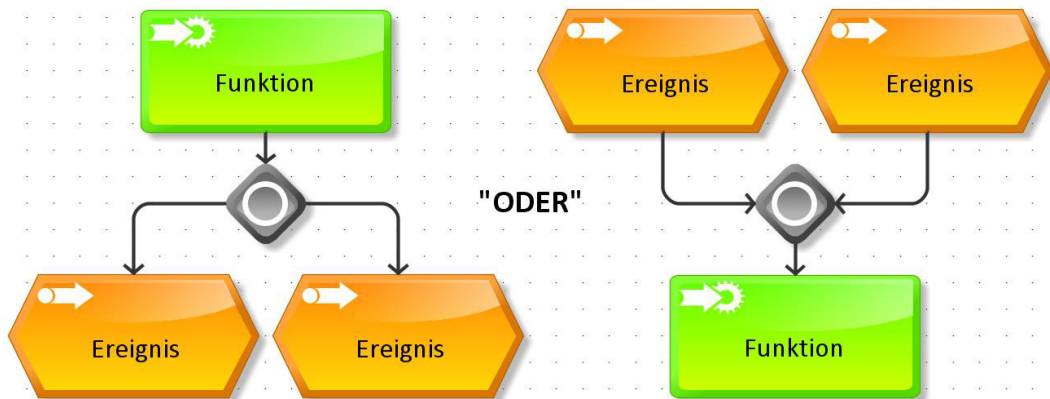


**Abb. 7:** Beispiel der Informationsobjektsymbole von ARIS Express

Informationsobjekte können mit Funktionen verknüpft werden und die Funktionsdurchführung spezifizieren. Im entwickelten Referenzprozessmodell werden die bei der Funktionsdurchführung beteiligten Personen oder Organisationseinheiten durch eine Verknüpfung der entsprechenden Informationsobjekte rechts von der Funktion dargestellt. Links von der Funktion werden mit der Funktionsdurchführung zusammenhängende Dokumente oder Hilfsmittel als Informationsobjekte verknüpft. Die vorangehende Abbildung 7 zeigt eine Übersicht über die verwendeten Informationsobjekte.

Die Verknüpfungen zwischen Informationsobjekten und Funktionen werden durch Linien dargestellt. Ereignisse und Funktionen werden durch Pfeile verknüpft, wobei die Pfeilrichtung den Kontrollfluss anzeigt.

Es ist möglich, dass Funktionen verschiedene Ereignisse als Ergebnis haben können oder dass mehrere Ereignisse eine Funktion auslösen. Um diese Verknüpfungsmöglichkeiten im Prozessmodell darstellen zu können, gibt es drei Grundformen an Verknüpfungsoperatoren:

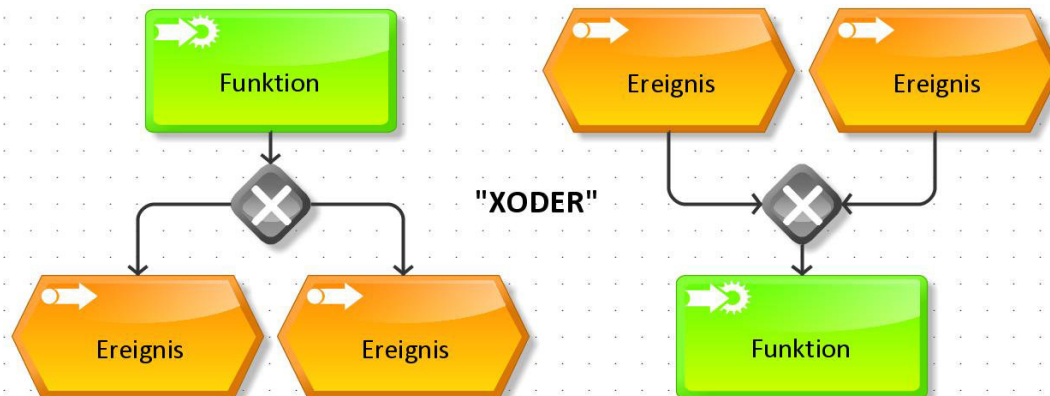


**Abb. 8:** Beispiel ARIS Express adjunktive Verknüpfungen

„ODER“ (adjunktiver Verknüpfungsoperator) sagt aus, dass auf eine Funktion mindestens eines der durch den Operator verknüpften Ereignisse folgt.

Werden mehrere Ereignisse bzw. Funktionen durch „ODER“ zusammengeführt, muss mindestens eines/eine der mit dem Operator verknüpften

- Ereignisse eintreten, um eine Funktion auszulösen.
- Funktionen getätigt werden, um ein Ereignis als Ergebnis zu haben.



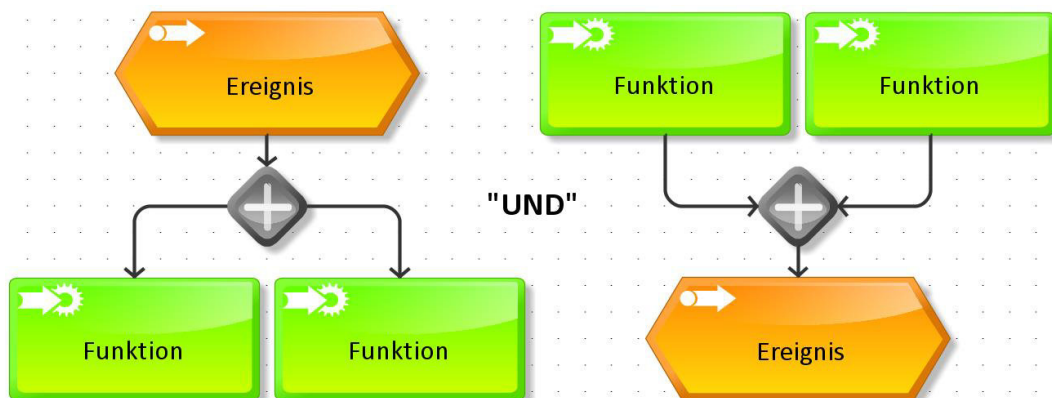
**Abb. 9:** Beispiel ARIS Express disjunktive Verknüpfungen

„Exklusives ODER“ bzw. „XODER“ (disjunktiver Verknüpfungsoperator) zeigt an, dass auf eine Funktion genau ein der mit dem Operator verknüpften Ereignisse folgen muss.

Werden mehrere Ereignisse bzw. Funktionen durch „XODER“ zusammengeführt, muss genau eines/eine der mit dem Operator verknüpften

- Ereignisse eintreten, um eine Funktion auszulösen.
- Funktionen getätigt werden, um ein Ereignis als Ergebnis zu haben.

Da ein Ereignis keine Entscheidungskompetenz besitzt kann auf ein Ereignis kein adjunktiver oder disjunktiver Verknüpfungsoperator folgen, durch den mehrere Funktionen verknüpft werden.



**Abb. 10:** Beispiel ARIS Express konjunktive Verknüpfungen

„UND“ (konjunktiver Verknüpfungsoperator) bedingt, dass auf eine Funktion bzw. ein Ereignis alle durch den Operator verknüpfte Ereignisse bzw. Funktionen folgen.

Werden mehrere Ereignisse bzw. Funktionen durch „UND“ zusammengeführt, müssen alle mit dem Operator verknüpften

- Ereignisse eintreten um eine Funktion auszulösen.
- Funktionen getätigt werden um ein Ereignis als Ergebnis zu haben.

## **5 Referenzprozess für die Implementierung der SEPA-Basislastschrift**

Als Kernstück dieser Bachelorarbeit wird im Folgenden ein Referenzprozess für die Implementierung des SEPA-Basislastschriftverfahrens in Kommunalverwaltungen entwickelt und mit einer EPK modelliert. Bei der nachfolgend dargestellten Erörterung der einzelnen Prozessschritte unter Ausführung in Betracht kommender Alternativen, werden die jeweiligen Abschnitte des Prozessmodells abgebildet.<sup>95</sup>

Um praktische Erfahrungen bei der Entwicklung des Referenzprozesses einfließen zu lassen, wurden Mitarbeiter der Stadt Gerlingen und der Stadt Filderstadt interviewt. Die beiden Städte wurden ausgewählt, da bei diesen Kommunalverwaltungen der Implementierungsprozess bereits fortgeschritten ist. Sie sind unter den ersten Städten in Baden-Württemberg, die auf das SEPA-Basislastschriftverfahren wechseln werden. Die Ergebnisse der geführten Interviews fließen in die Erörterung mit ein.<sup>96</sup>

### **Definierung der Zielgruppe**

Der Großteil des Finanz- und Rechnungswesen einer Kommunalverwaltung wird heutzutage über eine Finanz-Software verwaltet. Mit dieser Software wird auch der Zahlungsverkehr über Datenaustausch an die Kreditinstitute abgewickelt. Die am weitesten verbreiteten Finanz-Softwarelösungen für die Kommunalverwaltungen in Baden-Württemberg sind „SAP for Public Sector“<sup>97</sup> und „KIRP“<sup>98</sup>. Häufig wird für die Steuer- und Gebührenveranlagung noch zusätzliche Software eingesetzt, die über Schnittstellen mit SAP und KIRP verbunden ist. Die Kommunalverwaltungen werden in der Software-Anwendung von den Software-Anbietern betreut. In Baden-Württemberg wird diese Aufgabe in den meisten Fällen durch die Regionalen Datenverarbeitungsverbünde

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<sup>95</sup> Das vollständige Referenzprozessmodell ist in Anlage 1 dargestellt.

<sup>96</sup> Die vollständigen Interviews sind in Anlage 2 und Anlage 3 beigefügt.

<sup>97</sup> Produkt der SAP AG.

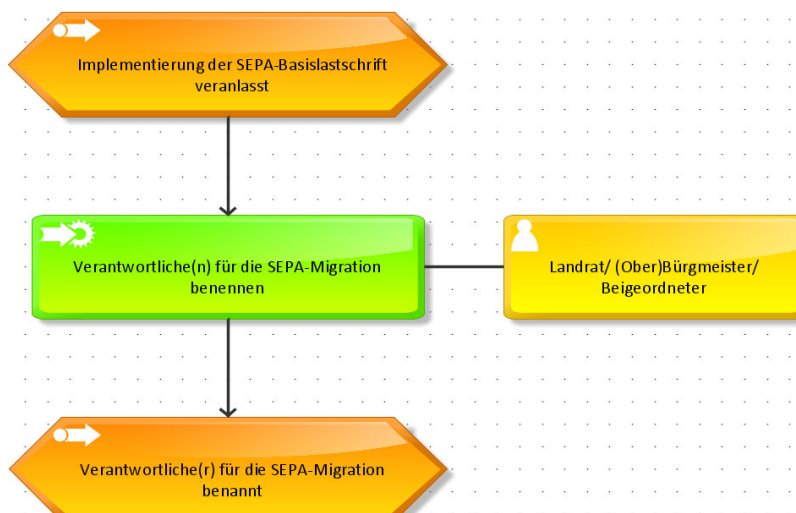
<sup>98</sup> Produkt der UNIT4 Business Software GmbH.



„Kommunale Datenverarbeitung Region Stuttgart“ (KDRS), „Kommunale Informationsverarbeitung Reutlingen-Ulm Zweckverband“ (KIRU) und „Kommunale Informationsverarbeitung Baden-Franken“ (KIVBF) übernommen. Es gibt auch Kommunalverwaltungen, die auf andere Finanz-Software zurückgreifen oder außerhalb der Datenverarbeitungsverbünde in der Anwendung betreut werden.

Der Referenzprozess richtet sich an alle Kommunalverwaltungen in Baden-Württemberg. Es wird grundsätzlich von einer Verwendung der Finanz-Software „SAP for Public Sector“ oder „KIRP“ bei der Anwendungsbetreuung durch einen Regionalen Datenverarbeitungsverbund ausgegangen. Für andere Fälle können Abweichungen im Prozessverlauf durch andere Rahmenbedingungen nicht ausgeschlossen werden.

## 5.1 Festlegung der Verantwortlichkeiten für die SEPA-Migration



**Abb. 11:** Prozessabschnitt 1 des Referenzprozessmodells

Spätestens bis zum 31. Januar 2014 muss jede Kommunalverwaltung auf die SEPA-Zahlverfahren umgestellt haben. Der Landrat bzw. der Bürgermeister als Leitung der Gemeindeverwaltung<sup>99</sup> oder ein Beigeordneter als ständiger Stellvertreter des Bürgermeisters in Finanzangelegenheiten,<sup>100</sup> sollte rechtzeitig die Umstellung des

<sup>99</sup> § 44 Abs. 1 und Abs. 2 GemO Baden-Württemberg.

<sup>100</sup> § 49 Abs. 1 und Abs. 2 GemO Baden-Württemberg.

Zahlungsverkehrs veranlassen und zur Koordination des Prozesses einen Verantwortlichen oder mehrere Verantwortliche für die SEPA-Migration benennen.

Da für die Koordination des Prozesses Kenntnisse und Erfahrungen in Zahlungsverkehrsangelegenheiten notwendig sind, empfiehlt es sich, Bediensteten aus dem Finanzbereich, insbesondere dem Kassenbereich, die Verantwortung zu übertragen.

Die Verantwortlichen für die SEPA-Migration müssen den Implementierungsprozess in enger Abstimmung mit der Anwendungsbetreuung ihrer Finanz-Software durchführen, da eine parallele Umstellung der Finanz-Software auf die SEPA-Zahlverfahren zu erfolgen hat.

## 5.2 Zulassung zum SEPA-Basislastschriftverfahren

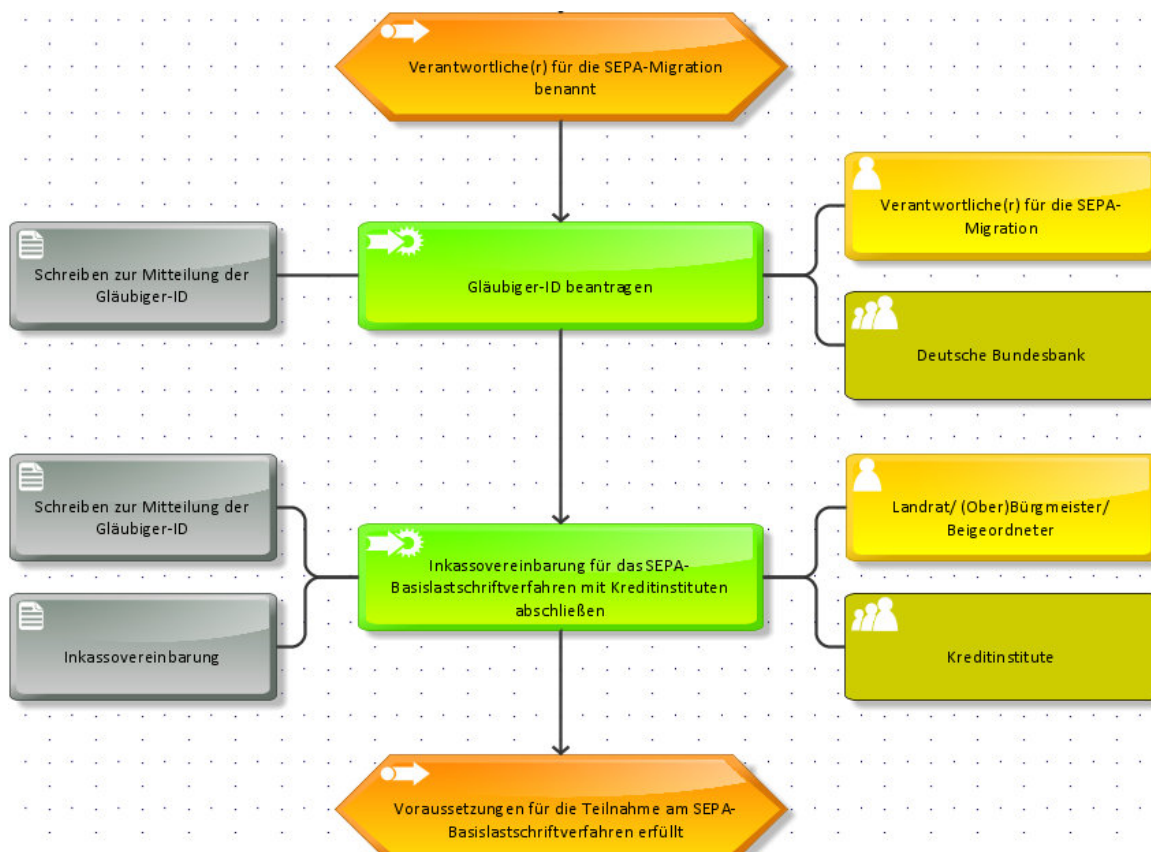


Abb. 12: Prozessabschnitt 2 des Referenzprozessmodells

### 5.2.1 Beantragung der Gläubiger-Identifikationsnummer

Um am SEPA-Basislastschriftverfahren teilnehmen zu können, ist eine Gläubiger-ID notwendig.<sup>101</sup> Die Gläubiger-ID kann kostenlos über die Internetseite <http://www.glaeubiger-id.bundesbank.de> bei der Deutschen Bundesbank beantragt werden. Das Schreiben der Deutschen Bundesbank zur Mitteilung der Gläubiger-ID ist aufzubewahren, da es im Rahmen der Zulassung zum SEPA-Basislastschriftverfahren dem Kreditinstitut vorgelegt werden muss.<sup>102</sup>

Zu beachten ist, dass für jeden Lastschriftgläubiger eine Identifikationsnummer vergeben wird. Folglich können nur rechtlich selbständige kommunale Unternehmen und Einrichtungen eine eigene Gläubiger-ID beantragen. Kommunale Unternehmen und Einrichtungen, die rechtlich unselbständig sind, verwenden die Gläubiger-ID der Kommunalverwaltung.

	Eigene Gläubiger-ID
Regiebetrieb	Nein
Eigenbetrieb	
AG; GmbH; KG; GmbH & Co. KG; Genossenschaft	Ja
Verein	
Zweckverband oder sonstige öfftl.-rechtl. Körperschaft	
Öfftl.-rechtl. Anstalt oder Stiftung	

**Abb. 13:** Rechtsformen kommunaler Einrichtungen mit eigener Gläubiger-ID

Verwaltet die Kommune den Zahlungsverkehr für eine nicht-kommunale Einrichtung, z.B. für einen Verein, muss dafür die Gläubiger-ID der entsprechenden Einrichtung verwendet werden.

Es müssen Überlegungen vorausgehen, wie die Geschäftsbereichskennung zu belegen ist. Eine unterschiedliche Geschäftsbereichskennung für verschiedene Einrichtungen oder Ämter

<sup>101</sup> Vgl. Kapitel 3.3.1.

<sup>102</sup> Vgl. Deutsche Bundesbank, Gläubiger-Identifikationsnummer – Antragsstellung und Ausgabe.

könnte die Zuordnung von Zahlungen oder Mandaten, bspw. wenn dies bei Rückfragen von Zahlungspflichtigen notwendig wird, erleichtern. Allerdings muss die mit dem Lastschriftdatensatz bei den Kreditinstituten eingereichte Gläubiger-ID mit der im Mandat angegebenen Gläubiger-ID übereinstimmen. Eine Lastschrift mit der Angabe einer variierten Geschäftsbereichskennung wäre nicht durch ein einzelnes Mandat autorisiert. Dadurch ist der Einsatz von Sammelmandaten nicht mehr praktikabel. Von dem Einsatz unterschiedlicher Geschäftsbereichskennungen ist deswegen abzuraten. Dies bedeutet nicht, dass die Standardbelegung der Deutschen Bundesbank „ZZZ“ übernommen werden muss. Mit einer einheitlich verwendeten Variation, z.B. „SLB“ für Stadtverwaltung Ludwigsburg, entstehen dem Lastschriftgläubiger keine Nachteile.<sup>103</sup>

Weder die Stadt Gerlingen noch die Stadt Filderstadt werden unterschiedliche Geschäftsbereichskennungen verwenden.

### **5.2.2 Abschluss von Inkassovereinbarungen**

Zugelassen zum SEPA-Basislastschriftverfahren wird eine Kommunalverwaltung durch den Abschluss von Inkassovereinbarungen mit den kontoführenden Kreditinstituten. Die Vereinbarungen für den Einzug von Lastschriften im Einzugsermächtigungsverfahren gelten nicht für das SEPA-Basislastschriftverfahren.

Die Inkassovereinbarungen der verschiedenen Kreditinstitute gleichen sich zum großen Teil, können sich aber in verschiedenen Punkten unterscheiden:

- Den Anforderung an die Form und Aufbewahrung der Mandate,<sup>104</sup>
- den Fristen zur Einreichung der Lastschriftdatensätze sowie
- im Preis- und Leistungsverzeichnis (Definition der Geschäftstage).

Unterscheiden sich die Vereinbarungen in diesen Punkten, muss dies bei den Lastschrift-Prozessabläufen berücksichtigt werden. Entweder werden

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<sup>103</sup> Vgl. Gemeindetag Baden-Württemberg/u.a., SEPA Leitfaden, 2013, S.17 und S.39.

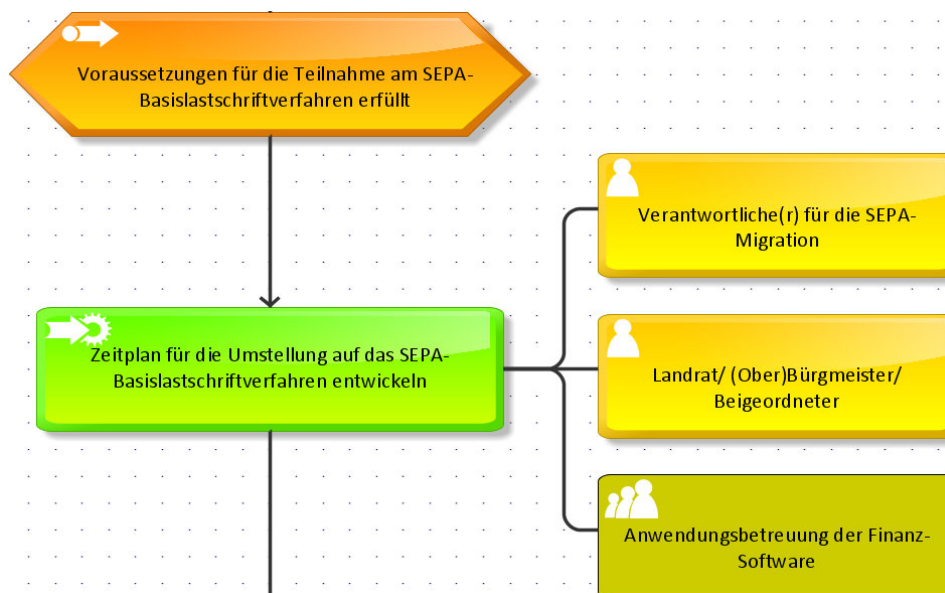
<sup>104</sup> Vgl. Kapitel 3.2.2.

unterschiedliche Prozesse implementiert oder die unterschiedlichen Anforderungen auf einen gemeinsamen Nenner gebracht. Gilt bspw. für ein Kreditinstitut eine frühere Einreichungsfrist, müssen entweder die Lastschrift-Zahlläufe nur für dieses Kreditinstitut früher durchgeführt werden oder es werden Lastschrift-Zahlläufe für alle Kreditinstitute generell früher durchgeführt, um dieser Einreichungsfrist gerecht zu werden.

### 5.3 Einbeziehung der Stakeholder

Frühzeitig in den Implementierungsprozess einbezogen werden, sollten der Kreis- bzw. Gemeinderat, die Mitarbeiter der Kommunalverwaltung und externe Stakeholder wie Bürger, lokale Vereine und Unternehmen. Bereits bei der Entwicklung des Zeitplans muss die Anwendungsbetreuung der Finanz-Software beteiligt werden.

#### 5.3.1 Entwicklung eines Zeitplans



**Abb. 14:** Prozessabschnitt 3 des Referenzprozessmodells

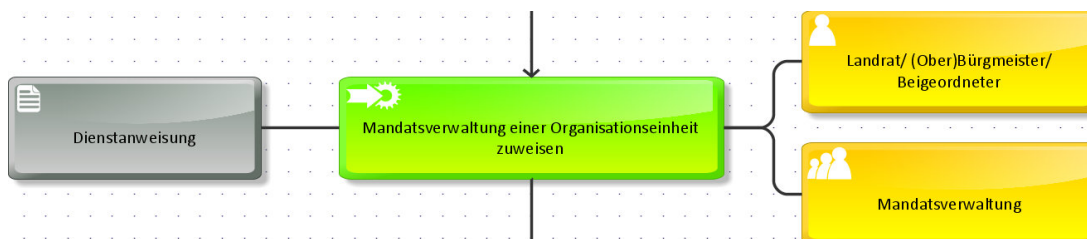
Die Verantwortlichen der SEPA-Migration müssen in Absprache mit dem Landrat, dem Bürgermeister oder dem Beigeordneten und der Anwendungsbetreuung der Finanz-Software, den Zeitplan für die Implementierung des SEPA-Basislastschriftverfahren entwickeln und einen Termin für die endgültige Umstellung festlegen. Die Umstellung muss zwingend zum 31. Januar 2014 erfolgen. Empfehlenswert ist es, bei der

Festsetzung des Umstellungstermins einen Zeitpuffer von mindestens einem Monat einzuplanen, da sonst jede Verzögerung des Zeitplans eine Aussetzung der Lastschrifteinzüge ab 1. Februar 2014 zur Folge haben könnte. Im SEPA-Basislastschriftverfahren sind beleghafte Lastschriftaufträge nicht mehr möglich.

Die Finanz-Softwareprogramme verfügen über Schnittstellen zu den Softwareprogrammen der Kreditinstitute, wodurch Datensätze mit Informationen über Zahlungsvorgänge übermittelt werden. Das bisher dafür verwendete DTA-Nachrichtenformat wird mit den SEPA-Zahlverfahren durch das XML-Datenformat ersetzt.<sup>105</sup> Mit dem XML-Lastschriftsatz werden auch die Mandatsinformationen an die Bank übermittelt. In der Finanz-Software müssen diese also verwaltet werden können.

Die Softwareprogramme sind oder werden in aller Regel an die SEPA-Zahlverfahren angepasst, da sie sonst ab 01. Februar 2014 nicht mehr genutzt werden könnten. Bei der Anwendungsbetreuung ist dennoch abzufragen, ab wann die SEPA-Zahlverfahren von der Finanz-Software unterstützt werden, um dies im Zeitplan für die Einführung der SEPA-Zahlverfahren berücksichtigen zu können.

### 5.3.2 Festlegung der Zuständigkeiten für die Mandatsverwaltung



**Abb. 15:** Prozessabschnitt 4 des Referenzprozessmodells

Ein zentraler Bestandteil des SEPA-Basislastschriftverfahrens wird die Mandatsverwaltung sein. Da die Verwaltungsanforderungen im Vergleich zum Einzugsermächtigungsverfahren wesentlich höher sind, müssen die Zuständigkeiten und Arbeitsprozesse neu strukturiert werden. Es gilt abzuwägen, ob die Mandate künftig zentral, z.B. in der Kasse oder

<sup>105</sup> Vgl. Kapitel 3.3.3.

dezentral in den jeweiligen Fachabteilungen verwaltet werden sollen. Die Festlegung der Zuständigkeiten kann über eine Dienstanweisung erfolgen.

Für eine dezentrale Verwaltung spricht, dass die meisten neuen Mandate über die Fachämter eingeholt werden. Bspw. werden von Eltern mit den Anmeldungen zu den Kinderbetreuungsstätten auch oft gleichzeitig Lastschriftautorisierungen erteilt. Würden die Mandate zentral verwaltet, müssten sie von den Fachämtern vor der Bearbeitung erst an die Mandatsverwaltung weitergesendet werden. Die Erfassung und Verwaltung von Stammdaten<sup>106</sup> der Finanz-Software, zu denen auch die Mandatsinformationen gehören werden, erfolgt zudem heute in vielen Kommunalverwaltungen dezentral. Werden die Mandatsinformationen in der Finanz-Software im Gegensatz zu den übrigen Stammdaten nicht dezentral verwaltet, steigt der Arbeitsaufwand. Die Erfassung der Stammdaten eines Zahlungspflichtigen müsste dann von zwei verschiedenen Organisationseinheiten vorgenommen werden.

Für eine zentrale Verwaltung spricht, dass die Unterhaltung mehrerer Mandatsarchive in verschiedenen Organisationseinheiten einen höheren Aufwand mit sich bringen würde, als eine zentrale Mandatsarchivierung. Die Mitarbeiter müssten in einer sachgerechten Mandatsverwaltung geschult werden. Kopien, unter Berücksichtigung der in Kapitel 3.2.4 beschriebenen Vorgaben archivierter Mandatsdokumente, müssen den Kreditinstituten jederzeit zur Verfügung gestellt werden können.

Auch ist der Kommunalverwaltung die Benutzung von Sammelmandaten<sup>107</sup> zu empfehlen. Zwar haben Einzelmandate den Vorteil, dass ein Widerruf oder eine Sperrung eines Mandats nicht gleich mehrere Schuldverhältnisse betrifft, die Anzahl der Mandate wird aber durch den Gebrauch von Sammelmandaten geringer gehalten. Dadurch muss bei einer Änderung der Mandatsdaten eines Zahlungspflichtigen nur das Sammelmandat geändert werden. Der Anwendungsbereich des Sammelmandats kann

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<sup>106</sup> Mit Stammdaten sind hier für den Zahlungsvorgang relevante Grundinformationen über die Personen gemeint.

<sup>107</sup> Vgl. Kapitel 3.2.2.

zudem auf andere Schuldverhältnisse des Zahlungspflichtigen ausgeweitet werden, ohne dass eine erneute Mandatserteilung notwendig wird. Das Konzept der Sammelmandate ist durch eine zentrale Mandatsverwaltung wesentlich einfacher umsetzbar, da keine Zuständigkeitsprobleme, bspw. bei Mandatsänderungen, auftreten.

Die Abwicklung des Zahlungsverkehrs durch die Kasse, ist gesetzlich vorgeschrieben<sup>108</sup>. Dadurch obliegt es der Kassenabteilung sicherzustellen, dass SEPA-Lastschrifteinzüge durch gültige Mandate autorisiert sind. Ungültige Mandate<sup>109</sup> dürfen nicht mehr verwendet werden, sind entsprechend zu kennzeichnen und nach Ablauf der Aufbewahrungsfrist zu entfernen. Eine zentrale Mandatsverwaltung durch die Kasse ist deshalb zu empfehlen.<sup>110</sup> Entscheidet sich eine Kommunalverwaltung für die dezentrale Erfassung der Mandatsinformationen in den Stammdaten, sollte trotzdem eine zentrale Mandatsarchivierung durch die Kasse in Erwägung gezogen werden.

Die Stadt Filderstadt plant eine zentrale Mandatsverwaltung in der Stadtkasse. Bei der Stadt Gerlingen wird die Erfassung der Mandatsinformationen dezentral in den Fachämtern erfolgen. Die Mandatsarchivierung soll, mit Ausnahme der Mandate der Kinderbetreuung, zentral erfolgen.

### 5.3.3 Vorabinformierung der Stakeholder



**Abb. 16:** Prozessabschnitt 5 des Referenzprozessmodells

Als Hauptorgan der Kommunalverwaltung<sup>111</sup> ist der Gemeinderat bzw. der Kreistag über den Implementierungsprozess der SEPA-Zahlverfahren zu informieren. Neben der Vorstellung des Zeitplans sollte auch auf die

<sup>108</sup> § 16 Abs. 2 GemKVO Baden-Württemberg.

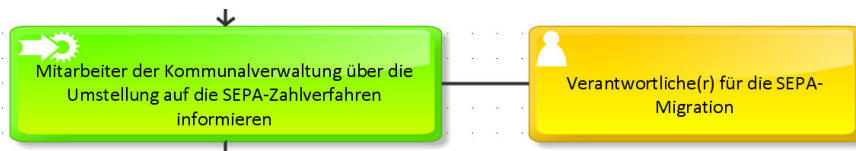
<sup>109</sup> Vgl. Kapitel 3.2.3.

<sup>110</sup> Auch der SEPA-Leitfaden empfiehlt die zentrale Mandatsverwaltung in der Kasse, vgl. Gemeindetag Baden-Württemberg/u.a., SEPA Leitfaden, 2013, S.42.

<sup>111</sup> Vgl. § 24 Abs. 1 GemO und § 19 Abs. 1 LKrO Baden-Württemberg.

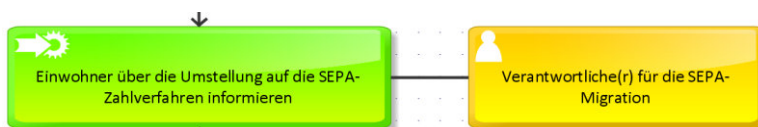


Auswirkungen für die Kommunalverwaltung, wie der erhöhte Verwaltungsaufwand, hingewiesen werden. Je nach Größe der Verwaltung erfordert der größere Aufwand die Schaffung zusätzlicher Stellen. Dies sollte im Stellenplan berücksichtigt werden. Die Stadt Gerlingen mit ca. 18.800 Einwohner rechnet mit nur einem geringen personellen Mehraufwand in Höhe von 0,1 Vollzeitstellen.



**Abb. 17:** Prozessabschnitt 6 des Referenzprozessmodells

Gleich ob die Mandatsverwaltung dezentral oder zentral erfolgt, sind nahezu alle Organisationseinheiten der Kommunalverwaltung von der Einführung der SEPA-Basislastschrift betroffen. Um einerseits in ihrer Organisationseinheit Vorbereitungen treffen zu können und andererseits Fragen externer Stakeholder beantworten zu können, müssen die Mitarbeiter über die SEPA-Zahlverfahren und über den Einführungsprozess bei der Kommunalverwaltung informiert werden. Alle Organisationseinheiten sollten aufgefordert werden, ihre verwendeten Vordrucke und sonstigen Dokumente, z.B. zur Einholung neuer Lastschriftautorisierungen, auf die Kompatibilität mit den Anforderungen des SEPA-Basislastschriftverfahrens zu überprüfen und gegebenenfalls entsprechend kompatible Versionen zu erstellen. Auch muss sichergestellt werden, dass Einzugsermächtigungen, die neu eingeholt werden, die Voraussetzungen zur Migration ins SEPA-Basislastschriftverfahren erfüllen.<sup>112</sup>

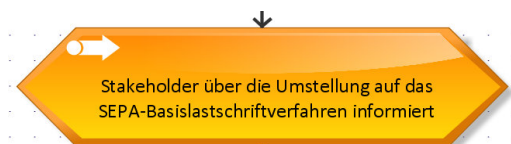


**Abb. 18:** Prozessabschnitt 7 des Referenzprozessmodells

Die Implementierung der SEPA-Zahlverfahren in der Kommunalverwaltung hat aber nicht nur verwaltungsinterne Auswirkungen. Als Steuer-, Abgaben-

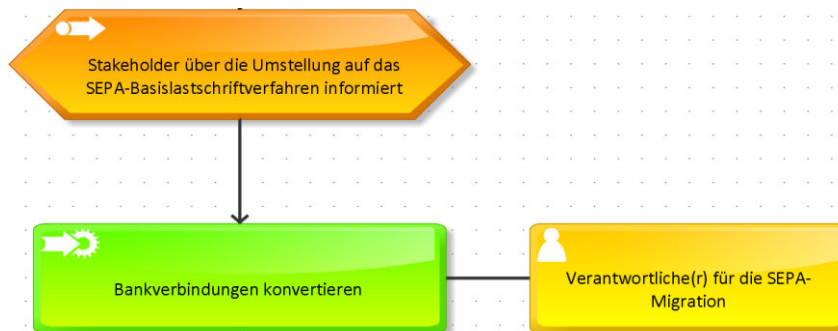
<sup>112</sup> Vgl. Kapitel 3.2.5.

und Gebührenzahler sind auch Einwohner, Vereine und das örtliche Gewerbe betroffen. Um möglichen Fragen, Bedenken und Sorgen rechtzeitig begegnen zu können bzw. ausräumen zu können, müssen auch diese Gruppen frühzeitig über die Umstellung informiert werden. Dabei sollte sowohl über die SEPA-Zahlverfahren im Allgemeinen als auch über den Umstellungsprozess der Kommunalverwaltung im Speziellen informiert werden. Die Betroffenen könnten angeschrieben oder Bescheide, Rechnungen und sonstige Schreiben der Kommunalverwaltung mit den Informationen zur Umstellung versehen werden. Es ist aber ausreichend, die Informationen über das Mitteilungsblatt allgemein zu kommunizieren, wie dies bspw. die Städte Gerlingen und Filderstadt handhaben. Als zusätzliche Informationsplattform bietet sich der eigene Internetauftritt an, der auch von der Stadt Filderstadt genutzt wird.



**Abb. 19:** Prozessabschnitt 8 des Referenzprozessmodells

## 5.4 Vorbereitungen zur Migration der Einzugsermächtigungen



**Abb. 20:** Prozessabschnitt 9 des Referenzprozessmodells

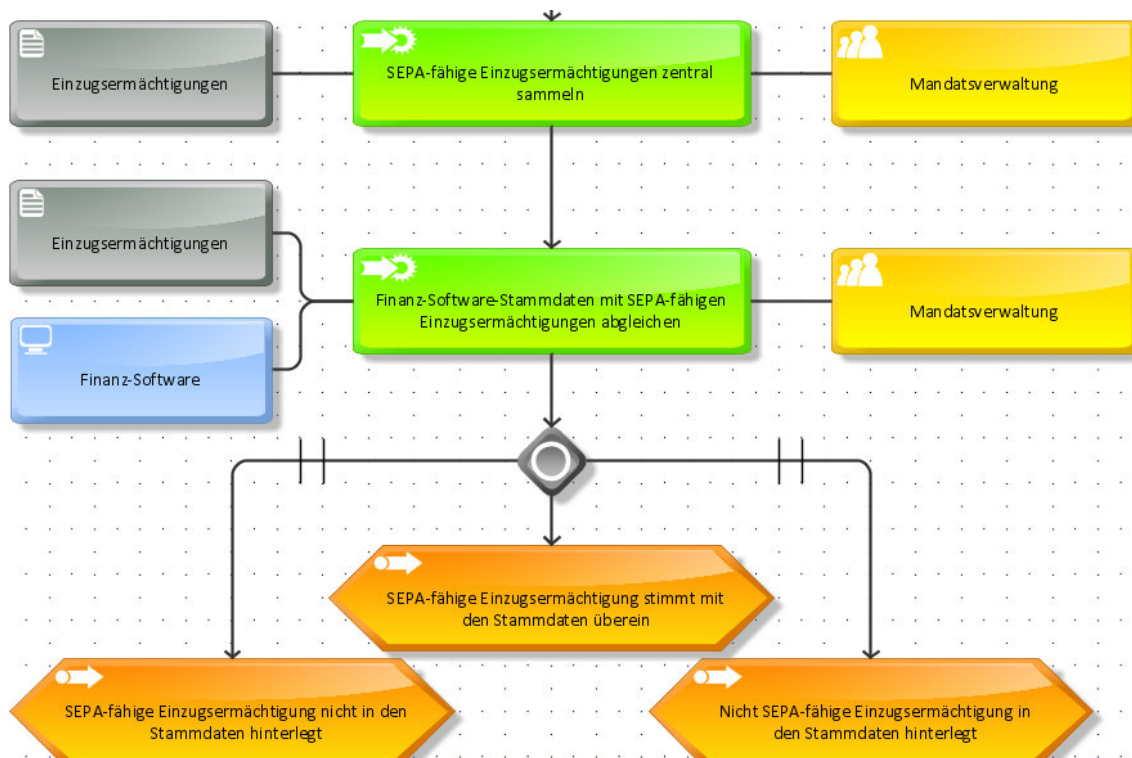
Kontonummer und Bankleitzahl werden in den SEPA-Zahlverfahren durch IBAN und BIC ersetzt. Die Bankverbindungen müssen jedoch nicht erneut eingeholt werden, sondern können konvertiert werden. Dies kann entweder durch die Finanz-Software<sup>113</sup> selbst, durch die Anwendungsbetreuung der Finanz-Software, durch das „IBAN-Service-Portal“<sup>114</sup> oder durch die

<sup>113</sup> Bei SAP und KIRP kann jede Bankverbindung nur einzeln konvertiert werden.

<sup>114</sup> Produkt der Bank Verlag GmbH, [www.iban-service-portal.de](http://www.iban-service-portal.de).

jeweiligen Konvertierungsprogramme der Kreditinstitute erfolgen. Die konvertierten Bankverbindungen können in die Finanz-Software über Schnittstellen migriert werden. Bis zur endgültigen Umstellung auf die SEPA-Zahlverfahren werden als Bankverbindungen Kontonummer und Bankleitzahl weiter genutzt. Neu hinzukommende Bankverbindungen können einzeln mit einer in SAP und KIRP integrierter Konvertierungsfunktion umgeschlüsselt werden.

#### 5.4.1 Überprüfung der Finanzverfahren-Stammdaten



**Abb. 21:** Prozessabschnitt 10 des Referenzprozessmodells<sup>115</sup>

Um Einzugsermächtigungen in das SEPA-Basislastschriftverfahren migrieren zu können, sind bestimmte Voraussetzungen erforderlich.<sup>116</sup> Es ist empfehlenswert die Stammdaten der Finanz-Software zu überprüfen, da es wahrscheinlich ist, dass die in den Stammdaten gespeicherten Einzugsermächtigungen nicht alle diese Voraussetzungen erfüllen. Wird für die Mandatsverwaltung die Kasse zuständig sein, sollte die Überprüfung

<sup>115</sup> Die Pfeillinien in den Prozessausschnitten sind teilweise nur verkürzt dargestellt, was durch orthogonal schneidenden Doppellinien gekennzeichnet wird.

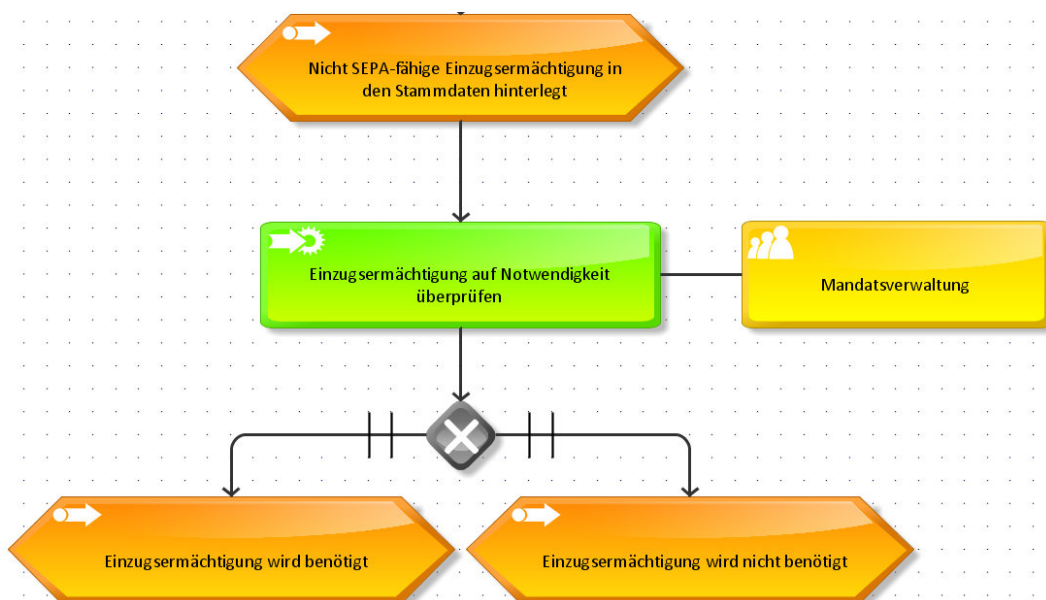
<sup>116</sup> Vgl. Kapitel 3.2.5.

durch die Kasse erfolgen. Alle Einzugsermächtigungen, die bei der Kommunalverwaltung in Schrift- oder Textform vorhanden sind, müssen dafür an die Kasse weitergeleitet werden. Bei dem Abgleich der in den Stammdaten gespeicherten Einzugsermächtigungen mit den SEPA-fähigen Einzugsermächtigungen in Schrift- oder Textform kann es drei Konstellationen geben:

- Die in den Stammdaten gespeicherte Einzugsermächtigung ist SEPA-fähig.
- Die in den Stammdaten gespeicherte Einzugsermächtigung ist nicht SEPA-fähig.
- Die SEPA-fähige Einzugsermächtigung ist nicht in den Stammdaten gespeichert.

Bei der Idealkonstellation ist die in den Stammdaten gespeicherte Einzugsermächtigung bereits SEPA-fähig. Bei den anderen beiden Konstellationen sind die folgenden Prozessschritte notwendig.

### **In Stammdaten gespeicherte Einzugsermächtigung ist nicht SEPA-fähig**



**Abb. 22:** Prozessabschnitt 11 des Referenzprozessmodells

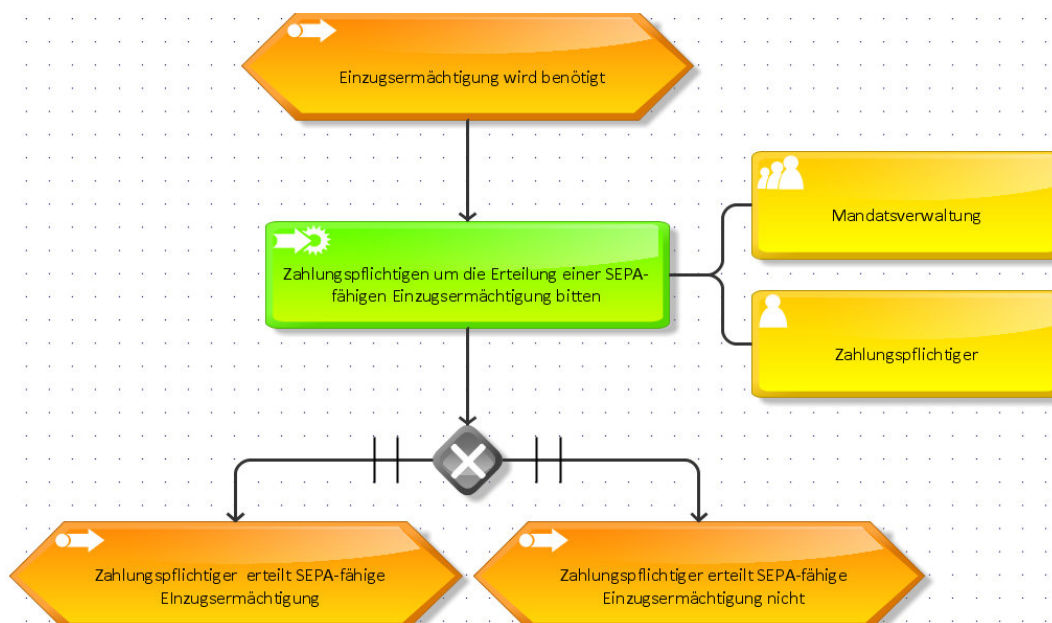
Ist in den Stammdaten eine Einzugsermächtigung gespeichert, die entweder nicht in Schrift- oder Textform nach § 126ff BGB vorliegt oder nicht

- die Bezeichnung des Zahlungsempfängers,

- die Bezeichnung des Zahlungspflichtigen und
- die Kontokennung des Zahlungspflichtigen

enthält, kann die Einzugsermächtigung für das SEPA-Basislastschriftverfahren nicht genutzt werden.<sup>117</sup> Die Mandatsverwaltung sollte überprüfen, ob bei dem betroffenen Zahlungspflichtigen auch zukünftig Lastschriften eingezogen werden sollen. Bei der Erwägung können folgende Fragen eine Rolle spielen:

- Werden bei dem Zahlungspflichtigen regelmäßig Lastschriften eingezogen oder liegt der letzte Lastschrifteinzug mehrere Jahre zurück?
- Besteht zwischen der Kommunalverwaltung und dem Zahlungspflichtigen, bzw. einem Dritten für den der Zahlungspflichtige die Vertrags- oder Steuerschuld begleicht, ein Schuldverhältnis, auf Grund dessen für die Kommunalverwaltung monetäre Forderungen bestehen oder bestehen werden?
- Wurden die letzten Lastschriften erfolgreich eingereicht oder wurden die Lastschriften zurückgegeben, weil bspw. das Einzugskonto nicht gedeckt war oder der Zahlungspflichtige der Lastschrift unberechtigter Weise widersprochen hat?



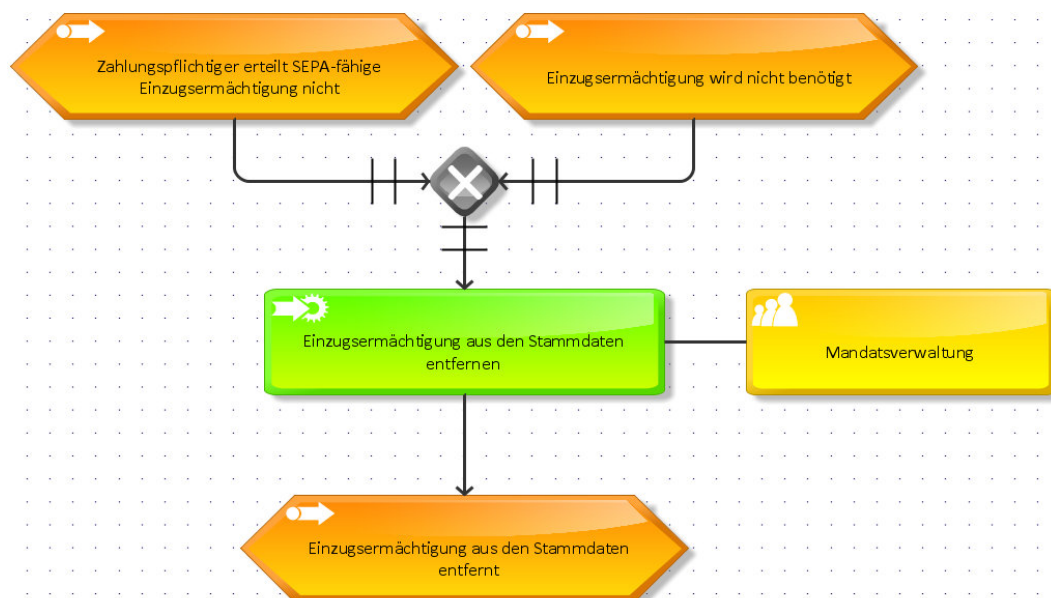
**Abb. 23:** Prozessabschnitt 12 des Referenzprozessmodells

Zieht die Kommunalverwaltung auf Grund eines bestehenden

<sup>117</sup> Vgl. Kapitel 3.2.5.

Schuldverhältnisses regelmäßig erfolgreich Lastschriften vom Konto des Zahlungspflichtigen ein, empfiehlt es sich eine SEPA-fähige Lastschriftautorisierung einzuholen, mit der auch künftig im SEPA-Basislastschriftverfahren der Lastschrifteinzug autorisiert ist.

Zur Einholung einer SEPA-fähigen Lastschriftautorisierung kann der Zahlungspflichtige angeschrieben und unter Erklärung der Beweggründe, um die erneute Erteilung einer Einzugsermächtigung gebeten werden. Theoretisch wäre auch die Einholung eines SEPA-Lastschriftmandats möglich, jedoch ist im Umstellungsprozess die Verwaltung zweier verschiedener Lastschriftautorisierungsarten unzweckmäßig.



**Abb. 24:** Prozessabschnitt 13 des Referenzprozessmodells

Liegt hingegen der letzte erfolgte Lastschrifteinzug schon einige Jahre zurück, bestand in der Regel kein Schuldverhältnis oder Lastschrifteinreichungen waren in der Vergangenheit nicht erfolgreich. Eine weitere Ursache kann darin liegen, dass regelmäßig entstehende Forderungsbeträge so gering sind, dass sie nur in mehrjährigen Zeitabständen kumuliert eingezogen werden. In diesem Fall gilt es für die Kommunalverwaltung abzuwägen, ob die Vorteile einer SEPA-fähigen Lastschriftautorisierung den Aufwand der Einholung und Verwaltung eines Mandats rechtfertigt, zumal beim Lastschrifteinzug kumulierter Forderungen eine von automatisierten Bescheiden und Rechnungen



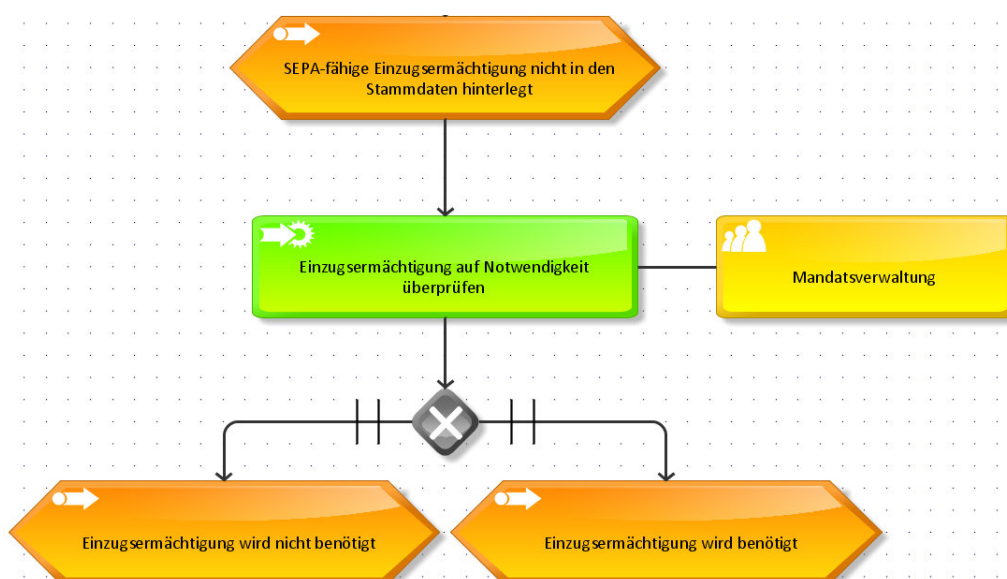
gesonderte Vorabankündigung notwendig wird, da der Lastschriftbetrag sich aus mehreren Bescheid- bzw. Rechnungsbeträgen zusammensetzt.

Ist nicht zu erwarten, dass die Person, die die Einzugsermächtigung ursprünglich erteilt hat, zukünftig zu Zahlungen an die Kommunalverwaltung verpflichtet sein wird, besteht keine Veranlassung erneut eine Lastschriftautorisierung einzuholen.

Sind Lastschrifteinreichungen in der Vergangenheit nicht erfolgreich gewesen, ist dies üblicherweise in den Stammdaten der Finanz-Software vermerkt. Ergibt sich bei Betrachtung des Einzelfalls, dass künftig Lastschrifteinzüge mit hoher Wahrscheinlichkeit erfolgreich durchgeführt werden könnten, ist die Einholung einer SEPA-fähigen erneuten Lastschriftautorisierung sinnvoll.

Ist die erneute Einholung einer Lastschriftautorisierung nicht gewünscht bzw. nicht erfolgreich, muss die Einzugsermächtigung aus den Stammdaten der Finanz-Software entfernt oder als ungültig gekennzeichnet werden. Erteilt der Zahlungspflichtige eine SEPA-fähige Einzugsermächtigung, kann die Einzugsermächtigung, nach Überprüfung der Daten, in den Stammdaten hinterlegt bleiben.

### **SEPA-fähige Einzugsermächtigung ist nicht in den Stammdaten der Finanz-Software gespeichert**



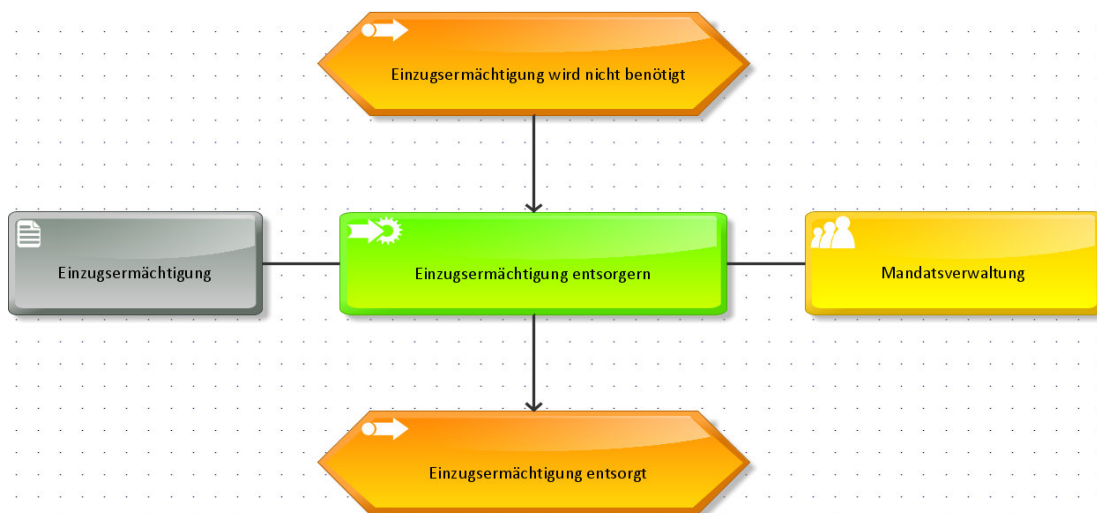
**Abb. 25:** Prozessabschnitt 14 des Referenzprozessmodells

Liegen SEPA-fähige Einzugsermächtigungen in Schrift- oder Textform vor, die nicht in den Stammdaten der Finanzsoftware gespeichert sind, gilt es zu prüfen ob die Lastschriftautorisierung zukünftig benötigt wird. Die Prüfung kann in Anlehnung an die vorangehend ausgeführten Erwägungsgründe erfolgen.



**Abb. 26:** Prozessabschnitt 15 des Referenzprozessmodells

Wird eine Lastschriftautorisierung künftig benötigt, muss die Einzugsermächtigung in die Stammdaten eingepflegt werden.

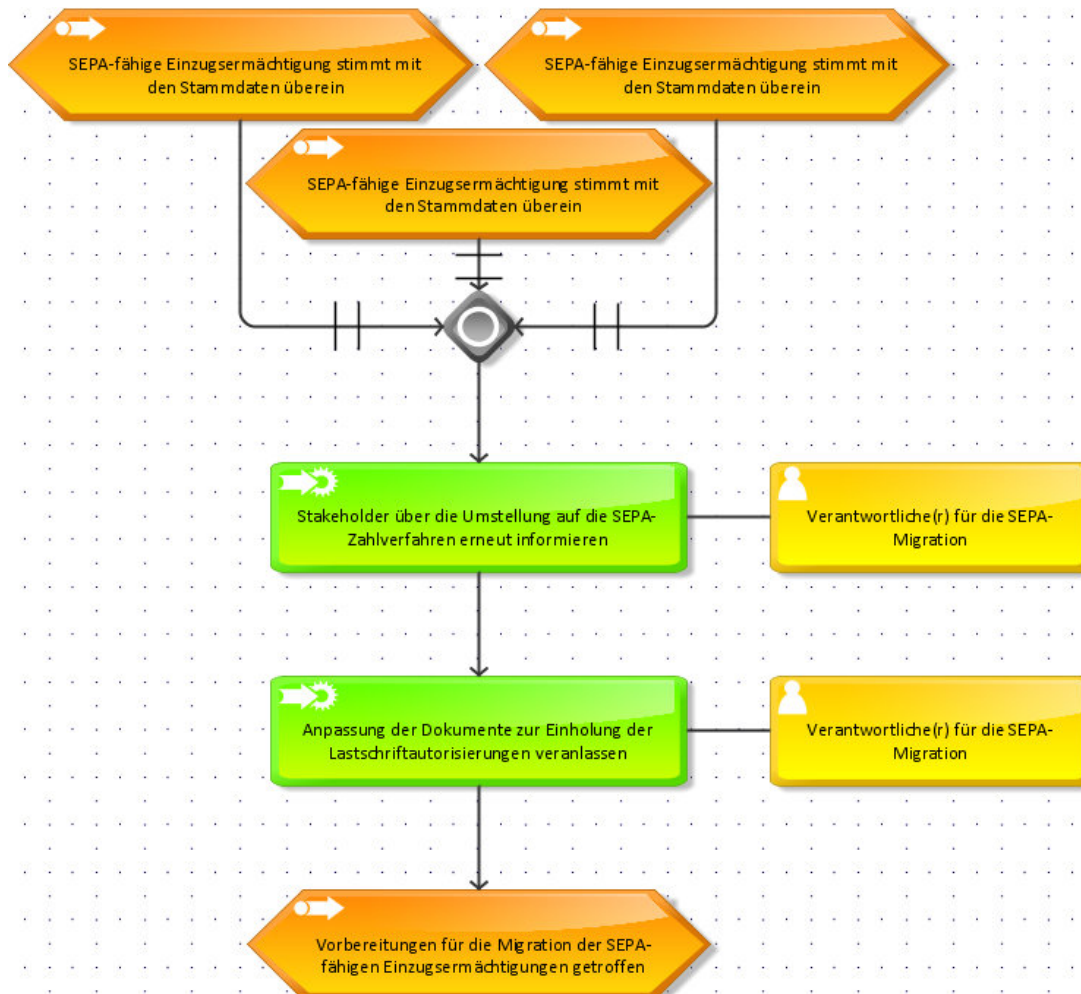


**Abb. 27:** Prozessabschnitt 16 des Referenzprozessmodells

Wird die Lastschriftautorisierung künftig nicht benötigt, kann die Einzugsermächtigung entsorgt oder entsprechend gekennzeichnet abgelegt werden.



### 5.4.2 Abschluss der Vorbereitungen



**Abb. 28:** Prozessabschnitt 17 des Referenzprozessmodells

Mit nur geringem zeitlichem Vorlauf zum endgültigen Umstellungstermin sollten erneut die Stakeholder über den unmittelbar bevorstehenden Wechsel zu den SEPA-Zahlverfahren informiert werden. Dies kann in Anlehnung an die in Kapitel 5.3.3 beschriebene Vorgehensweise erfolgen. Eine erneute Informierung stellt einen doppelten Prozessschritt dar, was bei Arbeitsabläufen eigentlich vermieden werden sollte. Die ausführliche Informationspolitik kann aber helfen, Unsicherheiten und Fragen der Stakeholder, die individuell bearbeitet werden müssten, zu reduzieren.

### Anpassung der Dokumente zur Einholung der Lastschriftautorisierungen

Unmittelbar bevor die Einzugsermächtigungen global in das SEPA-Basislastschriftverfahren migriert werden, müssen die Dokumente zur

Einholung von Lastschriftautorisierungen ausgetauscht werden. Nach erfolgter Migration erteilte Einzugsermächtigungen, müssten einzeln in das SEPA-Basislastschriftverfahren migriert werden, was einen hohen Aufwand bedeuten würde.

Insbesondere in Bescheiden, auf Rechnungen und in Anmeldeformularen befinden sich häufig Formulare, die bisher zur Einholung von Einzugsermächtigungen genutzt wurden und für die Einholung von SEPA-Basislastschriftmandaten angepasst werden müssen.<sup>118</sup> Bei einer konsequenten Vorabankündigung von Lastschrifteinzügen müssen auf den Mandatsformularen nicht bereits Mandatsreferenzen enthalten sein, da dem Zahlungspflichtigen mit der Vorabankündigung die Mandatsreferenz vor dem ersten Lastschrifteinzug bekannt gegeben wird.<sup>119</sup>

Da in das Mandatsformular schützenswerte Bankverbindungsdaten eingetragen werden, sollte die Kommunalverwaltung aus Datenschutzgründen darauf verzichten, die Zahlungspflichtigen zur unverschlüsselten telekommunikativen Übermittlung des ausgefüllten Mandats, wie bspw. über eine E-Mail, aufzufordern. Übermittelt der Zahlungspflichtige das Mandat unaufgefordert unverschlüsselt, kann es dennoch akzeptiert werden. Auch die Stadt Gerlingen akzeptiert die telekommunikative Übermittlung durch Fax und E-Mail (PDF-Anhang). Die Stadt Filderstadt akzeptiert nur schriftlich und im Original vorliegende Mandate.

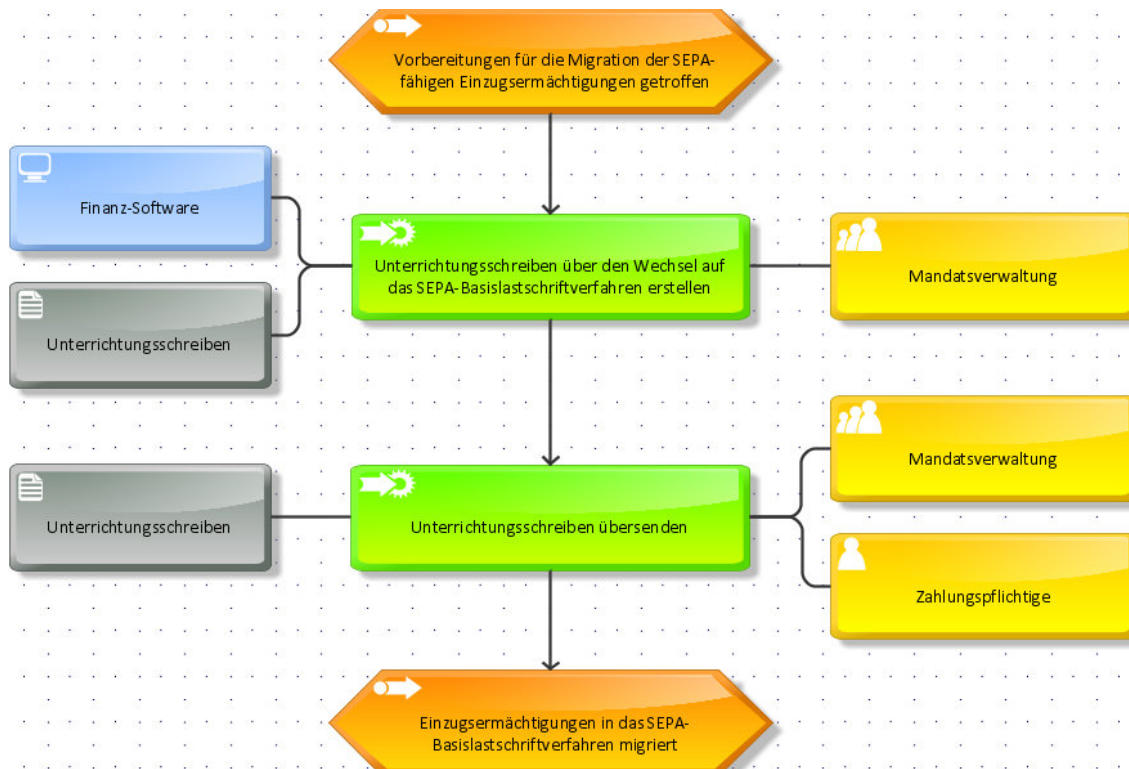
## 5.5 Migration der Einzugsermächtigungen

Idealerweise werden vor der endgültigen Umstellung auf die SEPA-Zahlverfahren und nach der Anpassung der Dokumente zur Einholung der Lastschriftautorisierungen, die Einzugsermächtigungen in das SEPA-Basislastschriftverfahren migriert.

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<sup>118</sup> Für die Implementierung der SEPA-Überweisung, die gleichzeitig zur Implementierung der SEPA-Basislastschrift stattfinden sollte, müssen zusätzlich alle Bankverbindungen, die sich auf digitalen oder papierhaften Dokumenten befinden, geändert werden.

<sup>119</sup> Vgl. Kapitel 3.2.1.



**Abb. 29:** Prozessabschnitt 18 des Referenzprozessmodells

### 5.5.1 Unterrichtung der Zahlungspflichtigen

Um die Einzugsermächtigungen in das SEPA-Basislastschriftverfahren zu migrieren, müssen die Zahlungspflichtigen in Textform unter Angabe von Gläubiger-ID und Mandatsreferenz über den Wechsel auf das SEPA-Lastschriftverfahren unterrichtet werden.<sup>120</sup> Die Systematik der Vergabe von Mandatsreferenzen erfolgt in der Regel zwingend nach den Vorgaben der verwendeten Finanz-Software. Bei KIRP entspricht die Mandatsreferenz dem Zahlungspflichtigen zugewiesenen Buchungszeichen, bei SAP dem Buchungszeichen plus einer laufenden Nummer.

Da die meisten Adressen der Zahlungspflichtigen in der Kommunalverwaltung bekannt sind, ist der Briefversand der Unterrichtungsschreiben naheliegend. Über Schnittstellen zu SAP und KIRP können die benötigten Daten aus den Stammdaten der Finanz-

<sup>120</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 4.4.2 Abs. 3.

Software in die Schreiben übertragen werden.<sup>121</sup> Da jedoch der Kontoinhaber (also der Zahlungspflichtige) vom Vertrags- oder Steuerpflichtigen abweichen kann<sup>122</sup> und die Kommunalverwaltung häufig lediglich die Postanschrift der Vertrags- oder Steuerpflichtigen besitzt, können nicht alle Kontoinhaber direkt angeschrieben werden.

Würde auf die direkte Anschreibung der Kontoinhaber bestanden werden, müssten alle Adressen erfragt werden und bei den Kontoinhabern, deren Adressen nicht ausfindig gemacht werden können, könnte das Mandat nicht verwendet werden. Die Aufnahme einer Bitte zur Weiterleitung an den Kontoinhaber in das Schreiben, ist insofern zweckmäßiger, da der Einzug des Schuldbetrags durch Lastschrift auch eine Dienstleistung gegenüber dem Kontoinhaber darstellt, die ihm die Verantwortung für die rechtzeitige Übermittlung der Geldschuld abnimmt.<sup>123</sup> Den Einzug von Lastschriften an die Bedingung der Übermittlung von Adressdaten des Kontoinhaber zu knüpfen, erscheint also weder für die Kommunalverwaltung, die mit dem Verzicht auf diese Bedingung nur ein finanziell geringes Risiko eingeht, noch für die Vertrags- bzw. Steuerschuldner und die Kontoinhaber vorteilhaft. Da aber auch die Vorabankündigung zukünftiger Lastschrifteinzüge gegenüber dem Kontoinhaber erfolgen müsste, sollte dem Vertrags- bzw. Steuerschuldner und dem Kontoinhaber die Möglichkeit gegeben werden, die Adressdaten an die Kommunalverwaltung zu übermitteln. Diese Aufforderung kann in das Unterrichtungsschreiben integriert werden.

Nach der Unterrichtung wird die migrierte Einzugsermächtigung wie ein neues Mandat behandelt. Mit dem Datum der Unterrichtung beginnt die 36-monatige Verfallsfrist<sup>124</sup> und die folgende Lastschrift ist als Erstlastschrift zu kennzeichnen.<sup>125</sup> Zu beachten ist, dass ein Lastschrifteinzug im SEPA-

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<sup>121</sup> Die kommunalen Rechenzentren in Baden-Württemberg bieten die Erstellung der Schreiben ihren Kunden an.

<sup>122</sup> Vgl. Kapitel 3.2.1.

<sup>123</sup> Vgl. BGHZ 69, 361.

<sup>124</sup> Vgl. Kapitel 3.2.3.

<sup>125</sup> Vgl. BdB, AGB-Muster, 2013, Nr. 4.4.2 Abs. 4.

Zahlverfahren, erst nach erfolgter Unterrichtung des Zahlungspflichtigen über den Wechsel des Lastschriftverfahrens autorisiert ist. In der Regel gelangt die Unterrichtung über den Postweg innerhalb von drei Werktagen in den Wirkungsbereich des Empfängers. Da gleichzeitig mit dem Unterrichtungsschreiben<sup>126</sup> die Vorabankündigung bestehender Forderungen erfolgt, könnten Lastschrifteinzüge mit Fälligkeit innerhalb 17 Tagen<sup>127</sup> nach Versand des Schreibens, zumindest mangelhaft vorabangekündigt sein. Der Termin zur Migration der Einzugsermächtigungen sollte deshalb mit den bevorstehenden Lastschrifteinzügen abgestimmt werden.

### **Vorabankündigungen bestehender Forderungen**

Um Kosten zu sparen, sollte in das Unterrichtungsschreiben die Vorabankündigung der bereits bestehenden Forderungen der Kommunalverwaltung gegenüber den Zahlungspflichtigen integriert werden. Zwei potentielle Vorgehensweisen hierfür sind:

- Der pauschale Verweis auf bereits übermittelte Bescheide, Vertragsbedingungen oder Rechnungen, ohne Aufführung der einzelnen Fälligkeitsdaten und Beträge.
- Die Aufführung jeder in der Finanz-Software hinterlegten Forderung gegenüber dem Zahlungspflichtigen unter Angabe von Fälligkeitsdatum und Betrag.

Die erste Vorgehensweise ist mit weniger Aufwand verbunden, jedoch werden mit hoher Wahrscheinlichkeit nicht alle Forderungen fehlerfrei vorabangekündigt. Die finanziellen und rechtlichen Risiken einer fehlerhaften Vorabankündigung sind für die Kommunalverwaltung zwar vernachlässigbar, besteht aber der Anspruch eines möglichst vertragskonformen Vorgehens sollte die zweite Vorgehensweise gewählt werden.<sup>128</sup> Eine entsprechende technische Lösung müsste dann in

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<sup>126</sup> Häufig wird auch der Begriff „Umwandlungsschreiben“ verwendet.

<sup>127</sup> Bei einer angenommenen Versanddauer von 3 Tagen und 14-tägiger Frist für die Vorabankündigung

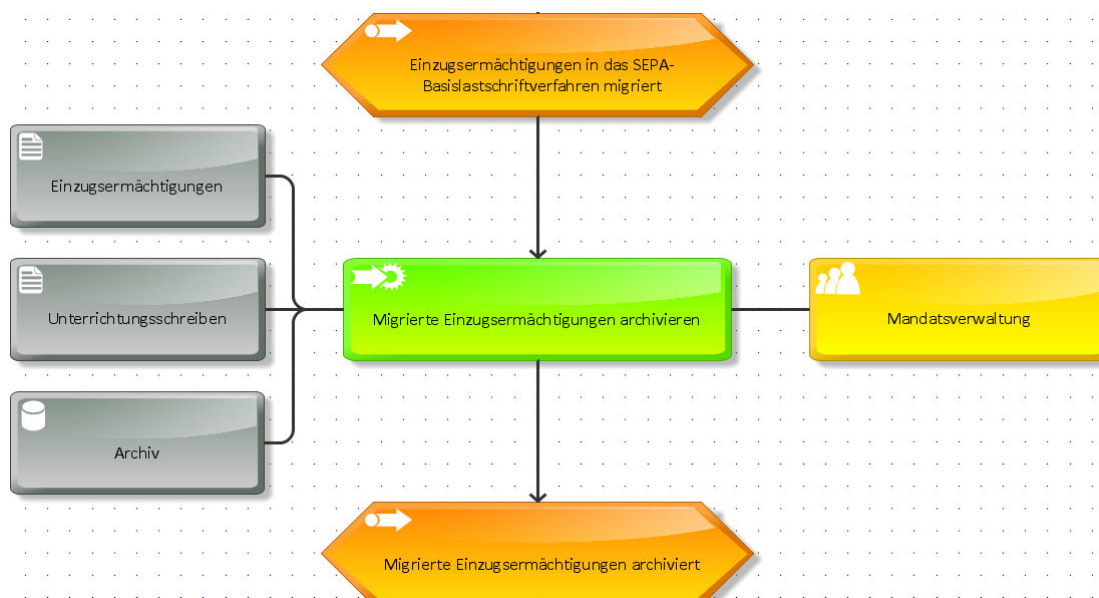
<sup>128</sup> Die Vorabankündigung ist eine Verpflichtung aus dem Inkassovertrag zwischen Kreditinstitut und Kommunalverwaltung; vgl. Kapitel 3.3.2.

Absprache mit der Anwendungsbetreuung der Finanz-Software gefunden werden. Ein manuelles Vorgehen würde einen unverhältnismäßig großen Aufwand mit sich bringen.

Nach dem Wechsel auf das SEPA-Basislastschriftverfahren werden die Forderungen in der Regel durch Bescheide, Rechnungen und Vertragsbedingungen vorab angekündigt. Forderungen, die dadurch nicht erfasst werden, müssen in der Finanz-Software erkennbar sein und individuell vorab angekündigt werden können. Forderungen, bei denen eine Vorabankündigung erfolgt ist, müssen also entsprechend gekennzeichnet werden können.<sup>129</sup>

Eine Verkürzung der Frist für die Vorabankündigung ist nicht zweckmäßig. Es untergräbt das Prinzip der Vorabankündigung, dem Zahlungspflichtigen zu ermöglichen, für eine rechtzeitige und ausreichende Deckung seines Kontos zu sorgen. Auch die Städte Gerlingen und Filderstadt haben sich gegen eine Verkürzung der Frist entschieden.

## 5.6 Archivierung der migrierten Einzugsermächtigungen



**Abb. 30:** Prozessabschnitt 19 des Referenzprozessmodells

Nach erfolgter Migration müssen die Einzugsermächtigung zusammen mit

<sup>129</sup> Wird eine zusätzliche Software eingesetzt, aus der Vorabankündigungen erfolgen, muss dies über Schnittstellen an die Finanz-Software weitergegeben werden.

den Unterrichtungsschreiben archiviert werden, denn Kopien beider Dokumente müssen im Zweifel dem Kreditinstitut vorgelegt werden können.<sup>130</sup> Die Archivierung muss im Original in der Schriftform oder in einer digitalen Form erfolgen. Aus Gründen der Verwaltungsvereinfachung sollte auf eine duale Archivierung in beiden Formen verzichtet werden.

Bei einer digitalen Aufbewahrung sollten die Dokumente revisionssicher archiviert werden. Eine revisionssichere Archivierung muss den Anforderungen der Grundsätze ordnungsmäßiger DV-gestützter Buchführungssysteme (GoBS)<sup>131</sup>, des Handelsgesetzbuchs (HGB)<sup>132</sup> und der Abgabenordnung (AO)<sup>133</sup> genügen. Insbesondere müssen die Inhalte originär, fälschungssicher und jederzeit abrufbar sein. Zwar ist lediglich die Privatwirtschaft zur Revisionssicherheit verpflichtet, aus Gründen der Transparenz und Beweisführung sollten auch öffentliche Verwaltungen elektronische Archive revisionssicher gestalten.

Für eine ausschließliche Aufbewahrung in der papierhaften Schriftform spricht der Sachkostenvorteil, der gegenüber der digitalen Aufbewahrung besteht, da für eine revisionssichere Digitalisierung und Aufbewahrung hohe Hardware- und Softwarekosten anfallen. Hingegen spricht für die digitale Archivierung, dass der Trend hin zu einer digitalen und papierlosen Arbeitswelt, auch nicht an der öffentlichen Verwaltung vorbeigehen wird. Es ist wahrscheinlich, dass zukünftig die Mandate immer häufiger digital an die Kommunalverwaltung übermittelt werden. Besteht die Möglichkeit einer digitalen Archivierung nicht, müssen die Dokumente ausgedruckt und abgelegt werden, was unter Umwelt- und Arbeitsproduktivitätsgesichtspunkten suboptimal ist.

Für kleinere Kommunalverwaltungen ist die Implementierung eines digitalen Archivierungssystems für die Mandatsarchivierung vorerst aus Kostengründen nicht zu empfehlen, da der Anteil der papierhaft erteilten

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<sup>130</sup> Vgl Kapitel 3.2.4.

<sup>131</sup> BStBl 1995 I S.738.

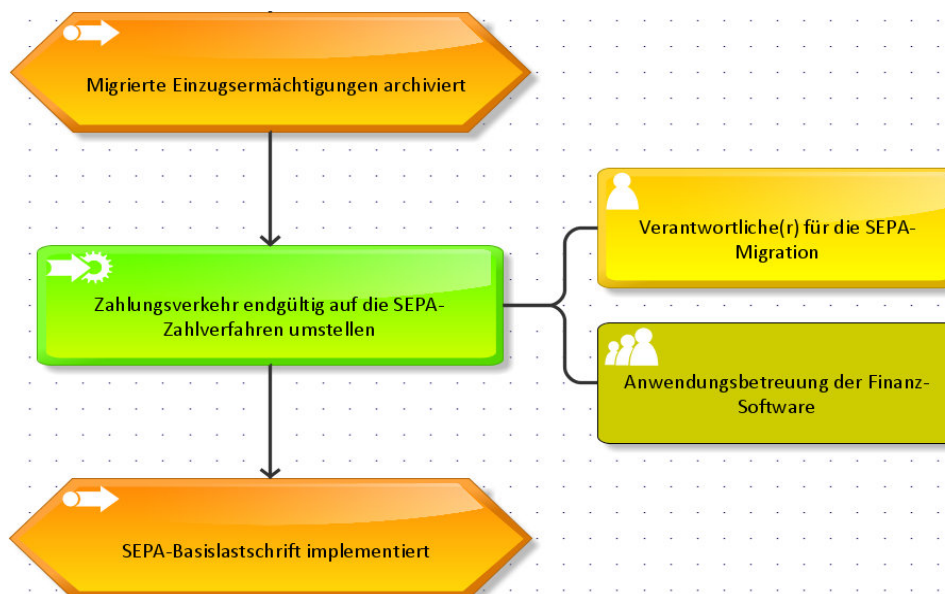
<sup>132</sup> §§ 239, 257 HGB.

<sup>133</sup> §§ 146, 147 AO.

Mandate in den nächsten Jahren noch weit den Anteil der digital erteilten Mandate übersteigen wird. Für größere Kommunalverwaltungen, bei denen die Digitalisierung zentralisiert, bspw. durch die Poststelle, erfolgen kann und das digitale Archivierungssystem in das E-Administration-Konzept eingebunden werden kann, lohnt sich mittel- bis langfristig die digitale Mandatsarchivierung. Die Archivierungs-Software sollte dann über eine Schnittstelle zur Finanz-Software verfügen, um Informationen über die Gültigkeit und die Änderungen der Mandate beziehen zu können.

Die Stadt Gerlingen archiviert die Mandate ausschließlich in Papierform. Die Stadt Filderstadt plant eine Archivierung sowohl in Papierform, als auch elektronisch.

## 5.7 Abschluss des Implementierungsprozesses



**Abb. 31:** Prozessabschnitt 20 des Referenzprozessmodells

Zum angekündigten Termin für die Umstellung auf das SEPA-Basislastschriftverfahren wird die Finanz-Software dahingehend konfiguriert, Lastschriften ab sofort unter Berücksichtigung der Einreichungsfristen im XML-Datenformat mit folgenden Angaben bei den Kreditinstituten einzureichen:<sup>134</sup>

- Art der Lastschrift (wiederkehrende, einmalige, erste, letzte

<sup>134</sup> Art. 3 a) Nr. i) i.V.m. Anhang Nr. 3 a) Verordnung (EU) Nr. 260/2012.



Lastschrift, Rücklastschrift),

- Name, Kundenkennung und Gläubiger-ID des Zahlungsempfängers,
- Kundenkennung und ggf. Name des Zahlungspflichtigen,
- ursprüngliche Mandatsreferenz und Datum der Zeichnung des Mandats (bzw. Datum der Migration der Einzugsermächtigung),
- Höhe des Einzugsbetrags,
- ggf. Angaben zum Verwendungszweck, Zweck des Einzugs oder Kategorie des Zwecks des Einzugs.

Nach erfolgreicher Durchführung der oben aufgeführten Prozessschritte ist das SEPA-Basislastschriftverfahren in der Kommunalverwaltung implementiert und der Implementierungsprozess abgeschlossen.

## 6 Schlussbetrachtung

Kurz- und mittelfristig wird sich der Wechsel der Zahlungsverfahren für die Mehrheit der Kommunalverwaltungen leider kaum vorteilhaft auswirken. Es scheint zweifelhaft, dass sich die Akzeptanz der Lastschriftverfahren bei den Zahlungspflichtigen durch die vom europäischen Gesetzgeber als „nutzerfreundlich“<sup>135</sup> beschriebenen SEPA-Zahlungsdiensten erhöhen wird. Auch ist zurzeit nicht absehbar, dass die Möglichkeit, die Lastschriftverfahren grenzüberschreitend nutzen zu können, eine größere Rolle spielen könnte. Ob sich dies tatsächlich langfristig, bspw. durch eine Vertiefung der Europäischen Integration, ändern und sich der Wechsel der Zahlungsverfahren auch unter Berücksichtigung des größeren Arbeitsaufwands für die Kommunalverwaltungen lohnen wird, kann nicht abschließend beurteilt werden.

Mit der Implementierung der SEPA-Zahlverfahren stehen die Kommunalverwaltungen vor einer großen Herausforderung, die aber durch eine gute Zusammenarbeit mit allen Stakeholdern des Implementierungsprozesses, einer detaillierten Projektplanung sowie einem rechtzeitigen Projektbeginn, lösbar scheint.

Sollte der Implementierungsprozess zu spät begonnen werden, muss die Anpassung des Prozesses zur Übermittlung der Zahlungsdatensätze an die Kreditinstitute bis zum 01. Februar 2014 oberste Priorität haben. Werden darüber hinaus aus Zeitmangel nicht rechtzeitig die Einzugsermächtigungen migriert und Vorabankündigungen durchgeführt, bestünde die Möglichkeit Lastschriften notfalls auch zunächst unautorisiert und ohne Vorabankündigungen einzureichen. Die möglichen Konsequenzen wären für die Kommunalverwaltung im Vergleich zu einem kompletten Ausfall des Zahlungsverkehrs akzeptabel.

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<sup>135</sup> Vgl. Erwägungsgrund 1 Verordnung (EU) Nr. 260/2012.

## Literatur- und Quellenverzeichnis

**Becker, Jörg/Kugeler, Martin/u.a. (Hrsg.):** Prozessmanagement, 6. Auflage, 2008.

**Bundesverband deutscher Banken:** Bedingungen für Zahlungen mittels Lastschrift im SEPA-Basislastschriftverfahren – Muster Juli 2012.

**Bundesverband deutscher Banken:** Mustertext - Bedingungen für den Lastschrifteinzug - Stand vom 26. Juni 2013 zum Inkrafttreten 1. Februar 2014.

**Deutsche Bundesbank:** SEPA: Die Zeit drängt!, 2013;  
[http://www.bundesbank.de/Redaktion/DE/Kurzmeldungen/Fokusthemen/2013\\_06\\_18\\_sepa](http://www.bundesbank.de/Redaktion/DE/Kurzmeldungen/Fokusthemen/2013_06_18_sepa) [23.08.2013].

**Deutsche Bundesbank:** Deutscher SEPA-Rat;  
[http://www.bundesbank.de/Redaktion/DE/Standardartikel/Kerngeschaeftsfelder/Unbarer\\_Zahlungsverkehr/deutscher\\_rat.html](http://www.bundesbank.de/Redaktion/DE/Standardartikel/Kerngeschaeftsfelder/Unbarer_Zahlungsverkehr/deutscher_rat.html) [23.08.2013].

**Deutsche Bundesbank:** Fragen & Antworten: SEPA - Muss bei Änderung der Mandatsdaten ein neues Mandat mit Unterschrift des Kunden eingeholt werden?, (zitiert als: Deutsche Bundesbank, FAQ: SEPA);  
[http://www.bundesbank.de/Redaktion/DE/FAQ\\_Listen/zahlungsverkehr\\_sepa.html?docId=125206#125206](http://www.bundesbank.de/Redaktion/DE/FAQ_Listen/zahlungsverkehr_sepa.html?docId=125206#125206) [23.08.2013].

**Deutsche Bundesbank:** Gläubiger Identifikationsnummer – Allgemeine Hinweise;  
[http://www.bundesbank.de/Navigation/DE/Kerngeschaeftsfelder/Unbarer\\_Zahlungsverkehr/SEPA/Glaebiger\\_Identifikationsnummer/glaebiger\\_identifikationsnummer.html#doc25900bodyText2](http://www.bundesbank.de/Navigation/DE/Kerngeschaeftsfelder/Unbarer_Zahlungsverkehr/SEPA/Glaebiger_Identifikationsnummer/glaebiger_identifikationsnummer.html#doc25900bodyText2) [23.08.2013].

**Deutsche Bundesbank:** Gläubiger-Identifikationsnummer – Antragsstellung und Ausgabe;  
[http://www.bundesbank.de/Redaktion/DE/Dossier/Kerngeschaeftsfelder/glaebiger\\_identifikationsnummer.html?notFirst=true&docId=148952](http://www.bundesbank.de/Redaktion/DE/Dossier/Kerngeschaeftsfelder/glaebiger_identifikationsnummer.html?notFirst=true&docId=148952) [23.08.2013].

**Deutsche Bundesbank:** Verfahrensbeschreibung Gläubiger-Identifikationsnummer, 2012.

**Deutsche Kreditwirtschaft:** Beispiel-Formulare für das SEPA-Lastschriftmandat und das Kombimandat sowie Beispielschreiben zur Umstellung auf das SEPA-Basis-Lastschriftverfahren, Stand: 20. Juli 2012.

**Deutsche Kreditwirtschaft:** Fragen zur Thematik "SEPA" und "SEPA-Migration" (Implementierungsfragen), Stand: 25. Februar 2014.

**Europäische Kommission/Europäische Zentralbank:** Pressemitteilung

IP/06/577, Einheitlicher Euro-Zahlungsverkehrsraum (SEPA) - Gemeinsame Erklärung der Europäischen Kommission und der Europäischen Zentralbank, 2006.

**Europäische Kommission:** MEMO/11/936, Full SEPA (Single Euro Payments Area) Migration - Frequently Asked Questions, 2011.

**Europäische Kommission:** SEPA-Rat;  
[http://ec.europa.eu/internal\\_market/payments/sepa/council/index\\_de.htm](http://ec.europa.eu/internal_market/payments/sepa/council/index_de.htm)  
[23.08.2013].

**Europäische Zentralbank:** Der einheitliche EURO Zahlungsverkehrsraum (SEPA) – Ein integrierter Markt für Massenzahlungen, 2009.

**Europäische Zentralbank:** Improving cross-border retail payment services – Progress Report, 2000.

**European Payment Council:** Press Release - The European Payments Council (EPC) launches the first SEPA payment scheme for credit transfer together with more than 4,000 European banks and their service providers, 2008, (zitiert als: EPC, Press Release);  
[http://www.europeanpaymentscouncil.eu/knowledge\\_bank\\_download.cfm?file=EPC022-08%20Press%20Release.pdf](http://www.europeanpaymentscouncil.eu/knowledge_bank_download.cfm?file=EPC022-08%20Press%20Release.pdf) [23.8.2013].

**European Payment Council:** Euroland: Our Single Payment Area! – White Paper - Summary, 2002.

**European Payment Council:** SEPA Direct Debit Rulebook Series 3 - Mandate translation - German for Germany, Austria, Liechtenstein and Luxembourg, 2013.

**European Payments Council:** About SEPA - SEPA Legal and Regulatory Framework;  
[http://www.europeanpaymentscouncil.eu/content.cfm?page=sepa\\_legal\\_and\\_regulatory\\_framework](http://www.europeanpaymentscouncil.eu/content.cfm?page=sepa_legal_and_regulatory_framework) [23.08.2013].

**European Payments Council:** SEPA Direct Debit Business to Business Rulebook Version 4.1, 2012.

**European Payments Council:** SEPA Direct Debit Core Rulebook Version 6.1, 2012.

**Freiberger, Harald:** IBAN, die Schreckliche, in: Süddeutsche.de, 2011;  
<http://www.sueddeutsche.de/geld/banken-ueberweisungen-iban-die-schreckliche-1.1097824> [23.08.2013].

**Gemeindetag Baden-Württemberg/Datenverarbeitungsverbund Baden-Württemberg/u.a.:** SEPA-Leitfaden Baden-Württemberg, Stand 18.01.2013.

**Keller, G./Nüttgens, M./u.a.:** Semantische Prozeßmodellierung auf der Grundlage „Ereignisgesteuerter Prozeßketten (EPK)“, in: Scheer, A.-W. (Hrsg.): Veröffentlichungen des Instituts für Wirtschaftsinformatik, Heft 89, 1992, (zitiert als: Keller/u.a., Semantische Prozeßmodellierung, 1992); <http://www.iwi.uni-sb.de/iwi-hefte/heft089.pdf> [23.08.2013].

**Lehmann, Frank R.:** Integrierte Prozessmodellierung mit ARIS, 2008.

**Rohwetter, Marcus:** IBAN, die Schreckliche, in: ZEIT ONLINE, 2010; <http://www.zeit.de/2010/52/F-Kolumne-Kontonummer> [23.08.2013].

**Schneider, Katharina:** IBAN die Schreckliche, in: Handelsblatt Online, 2013; <http://www.handelsblatt.com/finanzen/recht-steuern/unternehmensrecht/reform-des-zahlungsverkehrs-iban-die-schreckliche/8071966.html> [23.08.2013].

**Sparkassenverband:** Vereinbarungen über den Einzug von Forderungen durch SEPA-Basis-Lastschriften - Muster, Fassung Juli 2012.

**Staud, Josef:** Geschäftsprozessanalyse, 2. Auflage, 2001.

## Erklärung des Verfassers

### Erklärung

„Ich versichere, dass ich diese Bachelorarbeit selbständig und nur unter Verwendung der angegebenen Quellen und Hilfsmittel angefertigt habe. Die aus anderen Quellen direkt oder indirekt übernommenen Daten und Konzepte sind unter Angabe der Quelle gekennzeichnet.

Es ist mir bekannt, dass die Arbeit mit einer Plagiaterkennungssoftware auf nicht gekennzeichnete Übernahme fremden geistigen Eigentums überprüft werden kann.“

\_\_\_\_\_  
Datum

\_\_\_\_\_  
Unterschrift







## Interview zur Implementierung der SEPA-Zahlverfahren bei der Stadt Gerlingen

Einwohner: ca. 18.800

Interviewpartnerin: Frau Astrid Schiller (Stadtkämmerei)

Durchgeführt am: 06.08.2013

### *1. Welche Finanz-Software (Finanzverfahren) verwendet die Stadt Gerlingen?*

KIRP der Fa. Unit4 als Hauptfinanzverfahren sowie andere Vorverfahren wie KMV für die Veranlagung, NH-KITA im Bereich Kinderbetreuung, Prosoz im Sozialhilfereich.

### *2. Wann ist die Umstellung auf die SEPA-Zahlverfahren geplant?*

Als Pilotkunde des KDRS für das Finanzverfahren KIRP haben wir die Umstellung mit den ersten Testüberweisungen bereits Ende Juni 2013 begonnen. Die Umstellung erfolgt sukzessive, es ist ein Parallelbetrieb geplant.

### *3. Wird die Mandatsverwaltung zentral in einer Fachabteilung erfolgen? Wenn ja, in welcher?*

Die Mandatsverwaltung erfolgt grundsätzlich in der Stadtkasse. Ausnahme: Im Bereich Kinderbetreuung erfolgt die Verwaltung und Erfassung weiterhin im Fachamt. In anderen Bereichen z. B. Steueramt erfolgt die Erfassung zwar ebenfalls im Fachamt, das Mandat wird aber in der Stadtkasse abgelegt und verwaltet. Das war auch bisher gängige Praxis, die erst mal beibehalten wird.

### *4. Wie sollen die Mandate archiviert werden? (z. B. in Papierform, in digitaler Form oder beides)*

In Papierform. Da so gut wie nie eine Abbuchungsermächtigung gesucht wird, werden wir erst mal auf das Einscannen verzichten.

### *5. Werden bei der Gläubiger-Identifikationsnummer verschiedene Geschäftsbereichskennungen verwendet?*

Nein.

### *6. Soll mit den Zahlungspflichtigen für die Vorabankündigung eine kürzere Frist als 14 Tage vereinbart werden?*

Nein. Wir werden die Vorabankündigung grundsätzlich mit dem Bescheid /Rechnung verschicken. Ansonsten wird darauf verzichtet.

### *7. Wie werden die Bürger und Unternehmen über die Umstellung auf die SEPA-Zahlverfahren informiert? (z. B. über die eigene Homepage, Amtsblatt etc.)*

Die Bürger wurden bereits über eine Veröffentlichung im Amtsblatt der Stadt Gerlingen informiert. Ansonsten werden Sie mit dem Umwandlungsschreiben über die SEPA-Umstellung informiert.



8. *Ist die Verwendung des SEPA-Firmenlastschriftverfahrens geplant?*

Nein.

9. *Werden ausschließlich in Papierform erteilte Mandate akzeptiert oder auch telekommunikativ übermittelte Mandate unter Einhaltung der Textform nach § 127 Abs.2 S.1 i. V. m. § 126b BGB?*

Unser Wunsch sind Originale. Aber wir akzeptieren auch FAX und PDF-Anhang. Alles andere ist nicht praktikabel. Die Akzeptanz in der Bevölkerung Originale zu verschicken ist insbesondere bei Firmenkunden sehr gering.

10. *Mit wie viel personellen Mehraufwand bei der laufenden Verwaltung und Abwicklung des Zahlungsverkehrs rechnen Sie nach der Umstellung auf die SEPA-Zahlverfahren im Vergleich zu den Altverfahren (z. B. 0,5 Vollzeitstellen)?*

Wir hoffen, dass sich der Mehraufwand durch unsere Vereinfachungsmaßnahmen in Grenzen hält. Im Bereich Mandatsverwaltung wird ein gewisser Mehraufwand auf uns zukommen, ca. 0,1 Stellen.

11. *Können Sie bereits die Gesamtkosten der Implementierung der SEPA-Zahlverfahren bei der Stadt Gerlingen schätzen?*

Als Pilotkunde kommen seitens des Rechenzentrums keine Kosten auf uns zu. Die Umstellung erfolgt mit dem vorhandenen Personal.

## **Interview zur Implementierung der SEPA-Zahlverfahren bei der Stadt Filderstadt**

Einwohner: ca. 44.000

Interviewpartnerin: Frau Elfriede Klöss (Stadtkämmerei)

Durchgeführt am: 26.08.2013

1. *Welche Finanz-Software (Finanzverfahren) verwendet die Stadt Filderstadt?*

SAP

2. *Wann ist die Umstellung auf die SEPA-Zahlverfahren geplant?*

KW 36/37 in 2013

3. *Wird die Mandatsverwaltung zentral in einer Fachabteilung erfolgen? Wenn ja, in welcher?*

Die Mandatsverwaltung erfolgt zentral in der Stadtkasse.

4. *Wie sollen die Mandate archiviert werden? (z. B. in Papierform, in digitaler Form oder beides)*

Nach derzeitigem Stand ist die Archivierung sowohl in Papierform als auch elektronisch geplant. Wir arbeiten noch an einer technischen Lösung.

5. *Werden bei der Gläubiger-Identifikationsnummer verschiedene Geschäftsbereichskennungen verwendet?*

Nein. Wir haben nur eine Gläubiger ID für die Stadt incl. Eigenbetriebe Filharmonie und Stadtwerke.

6. *Soll mit den Zahlungspflichtigen für die Vorabankündigung eine kürzere Frist als 14 Tage vereinbart werden?*

Nein.

7. *Wie werden die Bürger und Unternehmen über die Umstellung auf die SEPA-Zahlverfahren informiert? (z. B. über die eigene Homepage, Amtsblatt etc.)*

Über Artikel im Amtsblatt und unsere städtische Homepage.

8. *Ist die Verwendung des SEPA-Firmenlastschriftverfahrens geplant?*

Nein. Wir verwenden nur das SEPA-Basislastschriftmandat.

9. *Werden ausschließlich in Papierform erteilte Mandate akzeptiert oder auch telekommunikativ übermittelte Mandate unter Einhaltung der Textform nach § 127 Abs.2 S.1 i. V. m. § 126b BGB?*

Wir akzeptieren nur schriftlich und im Original vorliegende Mandate.

*10. Mit wie viel personellen Mehraufwand bei der laufenden Verwaltung und Abwicklung des Zahlungsverkehrs rechnen Sie nach der Umstellung auf die SEPA-Zahlverfahren im Vergleich zu den Altverfahren (z. B. 0,5 Vollzeitstellen)?*

Der Mehraufwand kann noch nicht genau beziffert werden. Daher ist derzeit hierzu noch keine Aussage möglich.

*11. Können Sie bereits die Gesamtkosten der Implementierung der SEPA-Zahlverfahren bei der Stadt Filderstadt schätzen?*

Auch die Kosten können derzeit leider noch nicht benannt werden.

*Name der Bank*

*Nähere Angaben zur Bank sind im „Preis- und Leistungsverzeichnis“ enthalten*

## Bedingungen für Zahlungen mittels Lastschrift im SEPA-Basislastschriftverfahren

Für Zahlungen des Kunden an Zahlungsempfänger mittels SEPA-Basislastschrift über sein Konto bei der Bank gelten folgende Bedingungen.

### 1 Allgemein

#### 1.1 Begriffsbestimmung

Eine Lastschrift ist ein vom Zahlungsempfänger ausgelöster Zahlungsvorgang zu Lasten des Kontos des Kunden, bei dem die Höhe des jeweiligen Zahlungsbetrages vom Zahlungsempfänger angegeben wird.

#### 1.2 Entgelte

##### 1.2.1 Entgelte für Verbraucher

Die Entgelte im Lastschriftverkehr ergeben sich aus dem „Preis- und Leistungsverzeichnis“.

Änderungen der Entgelte werden dem Kunden spätestens zwei Monate vor dem Zeitpunkt ihres Wirksamwerdens in Textform angeboten. Hat der Kunde mit der Bank im Rahmen der Geschäftsbeziehung einen elektronischen Kommunikationsweg vereinbart, können die Änderungen auch auf diesem Wege angeboten werden. Die Zustimmung des Kunden gilt als erteilt, wenn er seine Ablehnung nicht vor dem vorgeschlagenen Zeitpunkt des Wirksamwerdens der Änderungen angezeigt hat. Auf diese Genehmigungswirkung wird ihn die Bank in ihrem Angebot besonders hinweisen.

Werden dem Kunden Änderungen der Entgelte angeboten, kann er diese Geschäftsbeziehung vor dem vorgeschlagenen Zeitpunkt des Wirksamwerdens der Änderungen auch fristlos und kostenfrei kündigen. Auf dieses Kündigungsrecht wird ihn die Bank in ihrem Angebot besonders hinweisen.

### 1.2.2 Entgelte für Kunden, die keine Verbraucher sind

Für Entgelte und deren Änderung für Zahlungen von Kunden, die keine Verbraucher sind, verbleibt es bei den Regelungen in Nummer 12 Absätze 2 bis 6 AGB-Banken.

### 1.3 *Außergerichtliche Streitschlichtung und sonstige Beschwerdemöglichkeit*

Für die Beilegung von Streitigkeiten mit der Bank besteht für Kunden die Möglichkeit, den Ombudsmann der privaten Banken anzurufen. Betrifft der Beschwerdegegenstand eine Streitigkeit aus dem Anwendungsbereich des Zahlungsdienstrechts (§§ 675c bis 676c des Bürgerlichen Gesetzbuches), können auch Kunden, die keine Verbraucher sind, den Ombudsmann der privaten Banken anrufen. Näheres regelt die „Verfahrensordnung für die Schlichtung von Kundenbeschwerden im deutschen Bankgewerbe“, die auf Wunsch zur Verfügung gestellt wird oder im Internet unter [www.bankenverband.de](http://www.bankenverband.de) abrufbar ist. Die Beschwerde ist schriftlich an die Kundenbeschwerdestelle beim Bundesverband deutscher Banken e. V., Postfach 04 03 07, 10062 Berlin, zu richten.

Ferner besteht für den Kunden die Möglichkeit, sich jederzeit schriftlich oder zur dortigen Niederschrift bei der Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Straße 108, 53117 Bonn, und Lurgiallee 12, 60439 Frankfurt, über Verstöße der Bank gegen das Zahlungsdienstleistungsaufsichtsgesetz (ZAG), die §§ 675c bis 676c des Bürgerlichen Gesetzbuches (BGB) oder gegen Artikel 248 des Einführungsgesetzes zum Bürgerlichen Gesetzbuch (EGBGB) zu beschweren.

## 2 SEPA-Basislastschrift

### 2.1 *Allgemein*

#### 2.1.1 Wesentliche Merkmale des SEPA-Basislastschriftverfahrens

Mit dem SEPA-Basislastschriftverfahren kann der Kunde über die Bank an den Zahlungsempfänger Zahlungen in Euro innerhalb des Gebiets des einheitlichen Euro-Zahlungsverkehrsraums („Single Euro Payments Area“, SEPA) bewirken. Zur SEPA gehören die im Anhang genannten Staaten und Gebiete.

Für die Ausführung von Zahlungen mittels SEPA-Basislastschriften muss

- der Zahlungsempfänger und dessen Zahlungsdienstleister das SEPA-Basislastschriftverfahren nutzen und

- der Kunde vor dem Zahlungsvorgang dem Zahlungsempfänger das SEPA-Lastschriftmandat erteilen.

Der Zahlungsempfänger löst den jeweiligen Zahlungsvorgang aus, indem er über seinen Zahlungsdienstleister der Bank die Lastschriften vorlegt.

Der Kunde kann bei einer autorisierten Zahlung aufgrund einer SEPA-Basislastschrift binnen einer Frist von acht Wochen ab dem Zeitpunkt der Belastungsbuchung auf seinem Konto von der Bank die Erstattung des belasteten Lastschriftbetrages verlangen.

### 2.1.2 Kundenkennungen

Für das Verfahren hat der Kunde die ihm mitgeteilte IBAN<sup>1</sup> und den BIC<sup>2</sup> der Bank als seine Kundenkennung gegenüber dem Zahlungsempfänger zu verwenden, da die Bank berechtigt ist, die Zahlung aufgrund der SEPA-Basislastschrift ausschließlich auf Grundlage der ihr übermittelten Kundenkennung auszuführen. Die Bank und die weiteren beteiligten Stellen führen die Zahlung an den Zahlungsempfänger an Hand der im Lastschriftsatz vom Zahlungsempfänger als dessen Kundenkennung angegebenen IBAN und BIC aus.

### 2.1.3 Übermittlung von Lastschriftdaten

Bei SEPA-Basislastschriften können die Lastschriftdaten über das Nachrichtenübermittlungssystem der Society for Worldwide Interbank Financial Telecommunication (SWIFT) mit Sitz in Belgien und Rechenzentren in der Europäischen Union, in der Schweiz und in den USA von dem Zahlungsdienstleister des Zahlungsempfängers an die Bank weitergeleitet werden.

## 2.2 SEPA-Lastschriftmandat

### 2.2.1 Erteilung des SEPA-Lastschriftmandats (SEPA Direct Debit Mandate)

Der Kunde erteilt dem Zahlungsempfänger ein SEPA-Lastschriftmandat. Damit autorisiert er gegenüber seiner Bank die Einlösung von SEPA-Basislastschriften des Zahlungsempfängers. Das Mandat ist schriftlich oder in der mit seiner Bank vereinbarten Art und Weise zu erteilen.

In dem SEPA-Lastschriftmandat müssen die folgenden Erklärungen des Kunden enthalten sein:

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1 International Bank Account Number (Internationale Bankkontonummer).

2 Bank Identifier Code (Bank-Identifizierungscode).

- Ermächtigung des Zahlungsempfängers, Zahlungen vom Konto des Kunden mittels SEPA-Basislastschrift einzuziehen, und
- Weisung an die Bank, die vom Zahlungsempfänger auf sein Konto gezogenen SEPA-Basislastschriften einzulösen.

Das SEPA-Lastschriftmandat muss folgende Autorisierungsdaten enthalten:

- Bezeichnung des Zahlungsempfängers,
- eine Gläubigeridentifikationsnummer,
- Kennzeichnung als einmalige oder wiederkehrende Zahlung,
- Name des Kunden,
- Bezeichnung der Bank des Kunden und
- seine Kundenkennung (siehe Nummer 2.1.2).

Über die Autorisierungsdaten hinaus kann das Lastschriftmandat zusätzliche Angaben enthalten.

#### 2.2.2 Einzugsermächtigung als SEPA-Lastschriftmandat

Hat der Kunde dem Zahlungsempfänger eine Einzugsermächtigung erteilt, mit der er den Zahlungsempfänger ermächtigt, Zahlungen von seinem Konto mittels Lastschrift einzuziehen, weist er zugleich damit die Bank an, die vom Zahlungsempfänger auf sein Konto gezogenen Lastschriften einzulösen. Mit der Einzugsermächtigung autorisiert der Kunde gegenüber seiner Bank die Einlösung von Lastschriften des Zahlungsempfängers. Diese Einzugsermächtigung gilt als SEPA-Lastschriftmandat. Sätze 1 bis 3 gelten auch für vom Kunden vor dem Inkrafttreten dieser Bedingungen erteilte Einzugsermächtigungen.

Die Einzugsermächtigung muss folgende Autorisierungsdaten enthalten:

- Bezeichnung des Zahlungsempfängers,
- Name des Kunden,
- Kundenkennung nach Nummer 2.1.2 oder Kontonummer und Bankleitzahl des Kunden.

Über die Autorisierungsdaten hinaus kann die Einzugsermächtigung zusätzliche Angaben enthalten.

### 2.2.3 Widerruf des SEPA-Lastschriftmandats

Das SEPA-Lastschriftmandat kann vom Kunden durch Erklärung gegenüber dem Zahlungsempfänger oder seiner Bank – möglichst schriftlich – mit der Folge widerrufen werden, dass nachfolgende Zahlungsvorgänge nicht mehr autorisiert sind.

Erfolgt der Widerruf gegenüber der Bank, wird dieser ab dem auf den Eingang des Widerrufs folgenden Geschäftstag gemäß „Preis- und Leistungsverzeichnis“ wirksam. Zusätzlich sollte dieser auch gegenüber dem Zahlungsempfänger erklärt werden, damit dieser keine weiteren Lastschriften einzieht.

### 2.2.4 Zurückweisung einzelner SEPA-Basislastschriften

Der Kunde kann der Bank gesondert die Weisung erteilen, Zahlungen aus bestimmten SEPA-Basislastschriften des Zahlungsempfängers nicht zu bewirken. Diese Weisung muss der Bank bis spätestens zum Ende des Geschäftstages gemäß „Preis- und Leistungsverzeichnis“ vor dem im Datensatz der Lastschrift angegebenen Fälligkeitstag zugehen. Diese Weisung sollte möglichst schriftlich und möglichst gegenüber der kontoführenden Stelle der Bank erfolgen. Zusätzlich sollte dieser auch gegenüber dem Zahlungsempfänger erklärt werden.

## 2.3 *Einzug der SEPA-Basislastschrift auf Grundlage des SEPA-Lastschriftmandats durch den Zahlungsempfänger*

(1) Das vom Kunden erteilte SEPA-Lastschriftmandat verbleibt beim Zahlungsempfänger. Dieser übernimmt die Autorisierungsdaten und setzt etwaige zusätzliche Angaben in den Datensatz zur Einziehung von SEPA-Basislastschriften. Der jeweilige Lastschriftbetrag wird vom Zahlungsempfänger angegeben.

(2) Der Zahlungsempfänger übermittelt elektronisch den Datensatz zur Einziehung der SEPA-Basislastschrift unter Einschaltung seines Zahlungsdienstleisters an die Bank als Zahlstelle. Dieser Datensatz verkörpert auch die Weisung des Kunden an die Bank zur Einlösung der jeweiligen SEPA-Basislastschrift (siehe Nummer 2.2.1 Sätze 2 und 4 beziehungsweise Nummer 2.2.2 Satz 2). Für den Zugang dieser Weisung verzichtet die Bank auf die für die Erteilung des SEPA-Lastschriftmandats vereinbarte Form (siehe Nummer 2.2.1 Satz 3).



## *2.4 Zahlungsvorgang aufgrund der SEPA-Basislastschrift*

### *2.4.1 Belastung des Kontos des Kunden mit dem Lastschriftbetrag*

(1) Eingehende SEPA-Basislastschriften des Zahlungsempfängers werden am im Datensatz angegebenen Fälligkeitstag mit dem vom Zahlungsempfänger angegebenen Lastschriftbetrag dem Konto des Kunden belastet. Fällt der Fälligkeitstag nicht auf einen im „Preis- und Leistungsverzeichnis“ ausgewiesenen Geschäftstag der Bank, erfolgt die Kontobelastung am nächsten Geschäftstag.

(2) Eine Kontobelastung erfolgt nicht oder wird spätestens am zweiten Geschäftstag nach ihrer Vornahme rückgängig gemacht (siehe Nummer 2.4.2), wenn

- der Bank ein Widerruf des SEPA-Lastschriftmandats gemäß Nummer 2.2.3 zugegangen ist,
- der Bank eine Zurückweisung der Lastschrift des Kunden gemäß Nummer 2.2.4 zugegangen ist,
- der Kunde über kein für die Einlösung der Lastschrift ausreichendes Guthaben auf seinem Konto oder über keinen ausreichenden Kredit verfügt (fehlende Kontodeckung); Teileinlösungen nimmt die Bank nicht vor,
- die im Lastschriftdatensatz angegebene IBAN des Zahlungspflichtigen keinem Konto des Kunden bei der Bank zuzuordnen ist, oder
- die Lastschrift nicht von der Bank verarbeitbar ist, da im Lastschriftdatensatz
  - + eine Gläubigeridentifikationsnummer fehlt oder für die Bank erkennbar fehlerhaft ist,
  - + eine Mandatsreferenz fehlt,
  - + ein Ausstellungsdatum des Mandats fehlt oder
  - + kein Fälligkeitstag angegeben ist.

### *2.4.2 Einlösung von SEPA-Basislastschriften*

SEPA-Basislastschriften sind eingelöst, wenn die Belastungsbuchung auf dem Konto des Kunden nicht spätestens am zweiten Geschäftstag gemäß „Preis- und Leistungsverzeichnis“ nach ihrer Vornahme rückgängig gemacht wird.

### *2.4.3 Unterrichtung über die Nichtausführung oder Rückgängigmachung der Belastungsbuchung oder Ablehnung der Einlösung*

Über die Nichtausführung oder Rückgängigmachung der Belastungsbuchung (siehe Nummer 2.4.1 Absatz 2) oder die Ablehnung der Einlösung einer SEPA-Basislastschrift

(siehe Nummer 2.4.2) wird die Bank den Kunden unverzüglich, spätestens bis zu der gemäß Nummer 2.4.4 vereinbarten Frist unterrichten. Dies kann auch auf dem für Kontoinformationen vereinbarten Weg geschehen. Dabei wird die Bank, soweit möglich, die Gründe sowie die Möglichkeiten angeben, wie Fehler, die zur Nichtausführung, Rückgängigmachung oder Ablehnung geführt haben, berichtigt werden können.

[Für die Unterrichtung über eine berechtigte Ablehnung der Einlösung einer autorisierten SEPA-Basislastschrift wegen fehlender Kontodeckung (siehe Nummer 2.4.1 Absatz 2 dritter Spiegelstrich) berechnet die Bank das im „Preis- und Leistungsverzeichnis“ ausgewiesene Entgelt.]<sup>3</sup>

#### 2.4.4 Ausführung der Zahlung

- (1) Die Bank ist verpflichtet sicherzustellen, dass der von ihr dem Konto des Kunden aufgrund der SEPA-Basislastschrift des Zahlungsempfängers belastete Lastschriftbetrag spätestens innerhalb der im „Preis- und Leistungsverzeichnis“ angegebenen Ausführungsfrist beim Zahlungsdienstleister des Zahlungsempfängers eingeht.
- (2) Die Ausführungsfrist beginnt an dem im Lastschriftdatensatz angegebenen Fälligkeitstag. Fällt dieser Tag nicht auf einen Geschäftstag gemäß „Preis- und Leistungsverzeichnis“ der Bank, so beginnt die Ausführungsfrist am darauf folgenden Geschäftstag.
- (3) Die Bank unterrichtet den Kunden über die Ausführung der Zahlung auf dem für Kontoinformationen vereinbarten Weg und in der vereinbarten Häufigkeit.

#### 2.5 Erstattungsanspruch des Kunden bei einer autorisierten Zahlung

- (1) Der Kunde kann bei einer autorisierten Zahlung aufgrund einer SEPA-Basislastschrift binnen einer Frist von acht Wochen ab dem Zeitpunkt der Belastungsbuchung auf seinem Konto von der Bank ohne Angabe von Gründen die Erstattung des belasteten Lastschriftbetrages verlangen. Dabei bringt sie das Konto wieder auf den Stand, auf dem es sich ohne die Belastung durch die Zahlung befunden hätte. Etwaige Zahlungsansprüche des Zahlungsempfängers gegen den Kunden bleiben hiervon unberührt.
- (2) Der Erstattungsanspruch nach Absatz 1 ist ausgeschlossen, sobald der jeweilige Betrag der Lastschriftbelastungsbuchung durch eine ausdrückliche Genehmigung des Kunden unmittelbar gegenüber der Bank autorisiert worden ist.

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3 Redaktioneller Hinweis: Optional.

- (3) Erstattungsansprüche des Kunden bei einer nicht erfolgten oder fehlerhaft ausgeführten autorisierten Zahlung richten sich nach Nummer 2.6.2.

## *2.6 Erstattungs- und Schadensersatzansprüche des Kunden*

### *2.6.1 Erstattung bei einer nicht autorisierten Zahlung*

Im Falle einer vom Kunden nicht autorisierten Zahlung hat die Bank gegen den Kunden keinen Anspruch auf Erstattung ihrer Aufwendungen. Sie ist verpflichtet, dem Kunden den von seinem Konto abgebuchten Lastschriftbetrag unverzüglich zu erstatten. Dabei bringt sie das Konto wieder auf den Stand, auf dem es sich ohne die Belastung durch die nicht autorisierte Zahlung befunden hätte.

### *2.6.2 Erstattung bei nicht erfolgter oder fehlerhafter Ausführung von autorisierten Zahlungen*

- (1) Im Falle einer nicht erfolgten oder fehlerhaften Ausführung einer autorisierten Zahlung kann der Kunde von der Bank die unverzügliche und ungekürzte Erstattung des Lastschriftbetrages insoweit verlangen, als die Zahlung nicht erfolgt oder fehlerhaft war. Die Bank bringt dann das Konto wieder auf den Stand, auf dem es sich ohne den fehlerhaft ausgeführten Zahlungsvorgang befunden hätte.
- (2) Der Kunde kann über den Anspruch nach Absatz 1 hinaus von der Bank die Erstattung derjenigen Entgelte und Zinsen verlangen, die die Bank ihm im Zusammenhang mit der nicht erfolgten oder fehlerhaften Ausführung der Zahlung in Rechnung gestellt oder mit denen sie das Konto des Kunden belastet hat.
- (3) Liegt die fehlerhafte Ausführung darin, dass der Zahlungsbetrag beim Zahlungsdienstleister des Zahlungsempfängers nach Ablauf der Ausführungsfrist gemäß Nummer 2.4.4 eingegangen ist (Verspätung), sind die Ansprüche nach Absätzen 1 und 2 ausgeschlossen. Ist dem Kunden durch die Verspätung ein Schaden entstanden, haftet die Bank nach Nummer 2.6.3, bei Kunden, die keine Verbraucher sind, nach Nummer 2.6.4.
- (4) Wurde ein Zahlungsvorgang nicht oder fehlerhaft ausgeführt, wird die Bank auf Verlangen des Kunden den Zahlungsvorgang nachvollziehen und den Kunden über das Ergebnis unterrichten.

### *2.6.3 Schadensersatz*

- (1) Bei nicht erfolgter oder fehlerhafter Ausführung einer autorisierten Zahlung oder bei einer nicht autorisierten Zahlung kann der Kunde von der Bank einen Schaden, der nicht bereits von Nummern 2.6.1 und 2.6.2 erfasst ist, ersetzt verlangen. Dies gilt nicht,

wenn die Bank die Pflichtverletzung nicht zu vertreten hat. Die Bank hat hierbei ein Verschulden, das einer von ihr zwischengeschalteten Stelle zur Last fällt, wie eigenes Verschulden zu vertreten. Hat der Kunde durch ein schuldhaftes Verhalten zu der Entstehung eines Schadens beigetragen, bestimmt sich nach den Grundsätzen des Mitverschuldens, in welchem Umfang Bank und Kunde den Schaden zu tragen haben.

(2) Die Haftung nach Absatz 1 ist auf 12.500 Euro begrenzt. Diese betragsmäßige Haftungsgrenze gilt nicht

- für nicht autorisierte Zahlungen,
- bei Vorsatz oder grober Fahrlässigkeit der Bank,
- für Gefahren, die die Bank besonders übernommen hat, und
- für den dem Kunden entstandenen Zinsschaden, wenn der Kunde Verbraucher ist.

2.6.4 Schadensersatzansprüche von Kunden, die keine Verbraucher sind, bei einer nicht erfolgten autorisierten Zahlung, fehlerhaft ausgeführten autorisierten Zahlung oder nicht autorisierten Zahlung

Abweichend von den Erstattungsansprüchen in Nummer 2.6.2 und Schadensersatzansprüchen in Nummer 2.6.3 haben Kunden, die keine Verbraucher sind, neben etwaigen Herausgabeansprüchen nach § 667 BGB und §§ 812 ff. BGB lediglich Schadensersatzansprüche nach Maßgabe folgender Regelungen:

Bei einer nicht erfolgten autorisierten Zahlung, fehlerhaft ausgeführten autorisierten Zahlung oder nicht autorisierten Zahlung kann der Kunde, der kein Verbraucher ist, von der Bank den Ersatz des hierdurch entstehenden Schadens verlangen. Dies gilt nicht, wenn die Bank die Pflichtverletzung nicht zu vertreten hat. Hat der Kunde durch ein schuldhaftes Verhalten zu der Entstehung eines Schadens beigetragen, bestimmt sich nach den Grundsätzen des Mitverschuldens, in welchem Umfang Bank und Kunde den Schaden zu tragen haben.

Ein Schadensersatzspruch des Kunden ist der Höhe nach auf den Lastschriftbetrag zuzüglich der von der Bank in Rechnung gestellten Entgelte und Zinsen begrenzt. Soweit es sich hierbei um die Geltendmachung von Folgeschäden handelt, ist der Anspruch auf höchstens 12.500 Euro je Zahlung begrenzt. Diese Haftungsbeschränkungen gelten nicht für Vorsatz oder grobe Fahrlässigkeit der Bank und für Gefahren, die die Bank besonders übernommen hat.

#### 2.6.5 Haftungs- und Einwendungsausschluss

- (1) Eine Haftung der Bank nach Nummern 2.6.2. bis 2.6.4 ist ausgeschlossen,
- wenn die Bank gegenüber dem Kunden nachweist, dass der Zahlungsbetrag rechtzeitig und ungekürzt beim Zahlungsdienstleister des Zahlungsempfängers eingegangen ist, oder
  - soweit die Zahlung in Übereinstimmung mit der vom Zahlungsempfänger angegebenen fehlerhaften Kundenkennung des Zahlungsempfängers ausgeführt wurde. In diesem Fall kann der Kunde von der Bank jedoch verlangen, dass sie sich im Rahmen ihrer Möglichkeiten darum bemüht, den Zahlungsbetrag wiederzuerlangen. [Für diese Wiederbeschaffung berechnet die Bank das im „Preis- und Leistungsverzeichnis“ ausgewiesene Entgelt.]<sup>4</sup>
- (2) Ansprüche des Kunden nach Nummern 2.6.1 bis 2.6.4 und Einwendungen des Kunden gegen die Bank aufgrund nicht oder fehlerhaft ausgeführter Zahlungen oder aufgrund nicht autorisierter Zahlungen sind ausgeschlossen, wenn der Kunde die Bank nicht spätestens 13 Monate nach dem Tag der Belastung mit einer nicht autorisierten oder fehlerhaft ausgeführten Zahlung hiervon unterrichtet hat. Der Lauf der Frist beginnt nur, wenn die Bank den Kunden über die Belastungsbuchung der Zahlung entsprechend dem für Kontoinformationen vereinbarten Weg spätestens innerhalb eines Monats nach der Belastungsbuchung unterrichtet hat; anderenfalls ist für den Fristbeginn der Tag der Unterrichtung maßgeblich. Schadensersatzansprüche nach Nummer 2.6.3 kann der Kunde auch nach Ablauf der Frist in Satz 1 geltend machen, wenn er ohne Verschulden an der Einhaltung dieser Frist verhindert war.
- (3) Ansprüche des Kunden sind ausgeschlossen, wenn die einen Anspruch begründenden Umstände
- auf einem ungewöhnlichen und unvorhersehbaren Ereignis beruhen, auf das die Bank keinen Einfluss hat, und dessen Folgen trotz Anwendung der gebotenen Sorgfalt nicht hätten vermieden werden können, oder
  - von der Bank aufgrund einer gesetzlichen Verpflichtung herbeigeführt wurden.

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4 Redaktioneller Hinweis: Optional.

Anhang: Liste der zur SEPA gehörigen Staaten und Gebiete

*Staaten des Europäischen Wirtschaftsraums (EWR)*

Mitgliedstaaten der Europäischen Union: Belgien, Bulgarien, Dänemark, Deutschland, Estland, Finnland, Frankreich, Griechenland, Irland, Italien, Lettland, Litauen, Luxemburg, Malta, Niederlande, Österreich, Polen, Portugal, Rumänien, Schweden, Slowakei, Slowenien, Spanien, Tschechische Republik, Ungarn, Vereinigtes Königreich von Großbritannien und Nordirland, Zypern.

Weitere Staaten: Island, Liechtenstein, Norwegen.

*Sonstige Staaten und Gebiete*

Mayotte, Monaco, Schweiz, Saint-Pierre und Miquelon.

# MUSTERTEXT

## Bedingungen für den Lastschriftinzug

Stand vom 26. Juni 2013 zum Inkrafttreten 1. Februar 2014

Für den Einzug von Forderungen des Kunden als Zahlungsempfänger mittels Lastschrift gelten folgende Bedingungen.

## **1 Allgemein**

### **1.1 Begriffsbestimmung**

Eine Lastschrift ist ein vom Kunden als Zahlungsempfänger ausgelöster Zahlungsvorgang zu Lasten des Kontos des Zahlers bei dessen Zahlungsdienstleister, bei dem die Höhe des jeweiligen Zahlungsbetrages vom Kunden angegeben wird.

### **1.2 Einreichungsfristen**

Lastschriften sind vom Kunden innerhalb der in Anlage A geregelten Fristen bei der Bank einzureichen.

### **1.3 Entgelte**

#### **1.3.1 Entgeltvereinbarung**

Die Entgelte für den Einzug von Lastschriften ergeben sich aus der Lastschriftinkassovereinbarung, soweit nicht anderweitig vereinbart.

#### **1.3.2 Änderungen der Entgelte für Verbraucher**

Änderungen der Entgelte werden dem Kunden, der Verbraucher ist, spätestens zwei Monate vor dem Zeitpunkt ihres Wirksamwerdens in Textform angeboten. Hat der Kunde mit der Bank im Rahmen der Geschäftsbeziehung einen elektronischen Kommunikationsweg vereinbart, können die Änderungen auch auf diesem Wege angeboten werden. Die Zustimmung des Kunden gilt als erteilt, wenn er seine Ablehnung nicht vor dem vorgeschlagenen Zeitpunkt des Wirksamwerdens der Änderungen angezeigt hat. Auf diese Genehmigungswirkung wird ihn die Bank in ihrem Angebot besonders hinweisen.

Werden dem Kunden, der Verbraucher ist, Änderungen der Entgelte angeboten, kann er diese Geschäftsbeziehung vor dem vorgeschlagenen Zeitpunkt des Wirksamwerdens der Änderungen auch fristlos und kostenfrei kündigen. Auf dieses Kündigungsrecht wird ihn die Bank in ihrem Angebot besonders hinweisen.

#### **1.3.3 Änderungen der Entgelte für Kunden, die keine Verbraucher sind**

Bei Änderungen der Entgelte für Kunden, die keine Verbraucher sind, verbleibt es bei den Regelungen in Nummer 12 Absätze 2 bis 6 AGB-Banken.



#### **1.3.4 Abzug von Entgelten von der Lastschriftgutschrift**

Die Bank darf die ihr zustehenden Entgelte von dem gutzuschreibenden Lastschriftbetrag abziehen.

### **1.4 Unterrichtung**

Die Bank unterrichtet den Kunden mindestens einmal monatlich über die Ausführung von Lastschriftinkassoaufträgen und Lastschriftrückgaben auf dem für Kontoinformationen vereinbarten Weg. Mit Kunden, die keine Verbraucher sind, kann die Art und Weise sowie die zeitliche Folge der Unterrichtung gesondert vereinbart werden. Bei Kunden, die keine Verbraucher sind, werden bei Sammelgutschriften von Lastschrifteinzügen nicht die einzelnen Zahlungsvorgänge ausgewiesen, sondern nur der Gesamtbetrag.

### **1.5 Erstattungs- und Schadensersatzansprüche des Kunden**

#### **1.5.1 Unterrichtungspflicht des Kunden**

Der Kunde hat die Bank unverzüglich nach Feststellung fehlerhaft ausgeführter Lastschrifteinzüge zu unterrichten.

#### **1.5.2 Erstattung bei einer nicht erfolgten oder fehlerhaften Ausführung eines Lastschriftinkassoauftrags durch die Bank**

- (1) Im Fall einer nicht erfolgten oder fehlerhaften Ausführung eines Lastschriftinkassoauftrags durch die Bank kann der Kunde verlangen, dass die Bank diesen unverzüglich, gegebenenfalls erneut, an den Zahlungsdienstleister des Zahlers übermittelt.
- (2) Der Kunde kann über den Anspruch nach Absatz 1 hinaus von der Bank die Erstattung derjenigen Entgelte und Zinsen verlangen, die die Bank ihm im Zusammenhang mit der nicht erfolgten oder fehlerhaften Ausführung eines Lastschriftinkassoauftrags in Rechnung gestellt oder mit denen sie das Konto des Kunden belastet hat.

#### **1.5.3 Schadensersatz**

- (1) Bei nicht erfolgter oder fehlerhafter Ausführung eines Lastschriftinkassoauftrags kann der Kunde von der Bank den Ersatz des hierdurch entstehenden Schadens verlangen. Dies gilt nicht, wenn die Bank die Pflichtverletzung nicht zu vertreten hat. Hat der Kunde durch ein schuldhaftes Verhalten zu der Entstehung eines Schadens beigetragen, bestimmt sich nach den Grundsätzen des Mitverschuldens, in welchem Umfang Bank und Kunde den Schaden zu tragen haben.
- (2) Soweit es sich bei dem Kunden nicht um einen Verbraucher handelt, ist die Haftung der Bank für Schäden der Höhe nach auf den Lastschriftbetrag begrenzt. Soweit es sich hierbei um Folgeschäden handelt, ist die Haftung zusätzlich auf höchstens 12.500 Euro je Zahlung begrenzt.

Diese Haftungsbeschränkungen gelten nicht für Vorsatz oder grobe Fahrlässigkeit der Bank und für Gefahren, die die Bank besonders übernommen hat.

#### **1.5.4 Haftungs- und Einwendungsausschluss**

Ansprüche des Kunden nach Nummer 1.5.2 und Einwendungen des Kunden gegen die Bank aufgrund nicht oder fehlerhaft ausgeführter Inkassoaufträge sind ausgeschlossen, wenn der Kunde die Bank nicht spätestens 13 Monate nach dem Tag der Buchung mit einem fehlerhaft ausgeführten Inkassovorgang hiervon unterrichtet hat. Der Lauf der Frist beginnt nur, wenn die Bank den Kunden über den Vorgang entsprechend dem für Kontoinformationen vereinbarten Weg spätestens innerhalb eines Monats nach der Buchung unterrichtet hat; anderenfalls ist für den Fristbeginn der Tag der Unterrichtung maßgeblich.

### **1.6 Sonstige Sonderregelung mit Kunden, die keine Verbraucher sind**

- (1) Bei Kunden, die keine Verbraucher sind, gelten § 675d Absatz 1 Satz 1, Absätze 2 bis 4 (Informationspflichten) und § 675f Absatz 4 Satz 2 (Auslagen und Entgelte für die Erfüllung von Nebenpflichten) des Bürgerlichen Gesetzbuches nicht.
- (2) Die Mindestkündigungsfrist von zwei Monaten in Nummer 19 Absatz 1 Satz 3 der Allgemeinen Geschäftsbedingungen gilt nicht für die Inkassovereinbarung mit Kunden, die keine Verbraucher sind.

### **1.7 Zurverfügungstellung von Kopien der Lastschriftmandate**

Auf Anforderung hat der Kunde der Bank innerhalb von sieben Geschäftstagen Kopien der Einzugsermächtigung, des SEPA-Lastschriftmandats beziehungsweise des SEPA-Firmenlastschriftmandats und gegebenenfalls weitere Informationen zu den eingereichten Lastschriften zur Verfügung zu stellen.

### **1.8 Außergerichtliche Streitschlichtung und sonstige Beschwerdemöglichkeit**

Für die Beilegung von Streitigkeiten mit der Bank besteht für Kunden die Möglichkeit, den Ombudsmann der privaten Banken anzurufen. Betrifft der Beschwerdegegenstand eine Streitigkeit über einen Zahlungsdienstevertrag (§ 675f des Bürgerlichen Gesetzbuches), können auch Kunden, die keine Verbraucher sind, den Ombudsmann der privaten Banken anrufen. Näheres regelt die »Verfahrensordnung für die Schlichtung von Kundenbeschwerden im deutschen Bankgewerbe«, die auf Wunsch zur Verfügung gestellt wird oder im Internet unter [www.bankenverband.de](http://www.bankenverband.de) abrufbar ist. Die Beschwerde ist schriftlich an die Kundenbeschwerdestelle beim Bundesverband deutscher Banken e. V., Postfach 04 03 07, 10062 Berlin, zu richten.

Ferner besteht für den Kunden die Möglichkeit, sich jederzeit schriftlich oder zur dortigen Niederschrift bei der Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Straße 108,

53117 Bonn über Verstöße der Bank gegen das Zahlungsdiensteaufsichtsgesetz (ZAG), die §§ 675c bis 676c des Bürgerlichen Gesetzbuches (BGB) oder gegen Artikel 248 des Einführungsgesetzes zum Bürgerlichen Gesetzbuche (EGBGB) zu beschweren.

## 2 Einzugsermächtigungslastschrift

**Aufgrund der gesetzlichen Vorgaben<sup>1</sup> darf das Einzugsermächtigungslastschriftverfahren ab dem 1. Februar 2014 nur noch für Zahlungen genutzt werden, die an einer Verkaufsstelle mit Hilfe einer Zahlungskarte generiert werden (Elektronisches Lastschriftverfahren). Ab dem 1. Februar 2016 ist das Einzugsermächtigungslastschriftverfahren insgesamt nicht mehr zulässig.**

### 2.1 Wesentliche Merkmale der Einzugsermächtigungslastschrift

Mit dem Einzugsermächtigungslastschriftverfahren kann ein Zahler über dessen Zahlungsdienstleister an den Zahlungsempfänger Zahlungen in Euro bewirken. Hierzu ermächtigt der Zahler den Zahlungsempfänger Geldbeträge vom Konto des Zahlers per Lastschriften einzuziehen (Einzugsermächtigung).

Der Kunde als Zahlungsempfänger löst den jeweiligen Zahlungsvorgang aus, indem er über die Bank dem Zahlungsdienstleister des Zahlers die Lastschriften vorlegt.

Der Zahler kann bei einer autorisierten Zahlung aufgrund einer Einzugsermächtigungslastschrift binnen einer Frist von acht Wochen ab dem Zeitpunkt der Belastungsbuchung auf seinem Konto von seinem Zahlungsdienstleister die Erstattung des belasteten Lastschriftbetrages verlangen. Dies führt zu einer Rückgängigmachung der Vorbehaltsgutschrift auf dem Konto des Kunden als Zahlungsempfänger.

### 2.2 Kundenkennungen

Für das Verfahren hat der Kunde

- die ihm von der Bank erteilte Kontonummer und Bankleitzahl der Bank als seine Kundenkennung sowie
- die ihm vom Zahler mitgeteilte Kontonummer und Bankleitzahl des Zahlungsdienstleisters des Zahlers als die Kundenkennung des Zahlers zu verwenden.

Die Bank ist berechtigt, den Einzug der Lastschriften ausschließlich auf Grundlage der ihr übermittelten Kundenkennungen durchzuführen.

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<sup>1</sup> Artikel 6 der »Verordnung (EU) Nummer 260/2012 des Europäischen Parlaments und des Rates vom 14. März 2012 zur Festlegung der technischen Vorschriften und der Geschäftsanforderungen für Überweisungen und Lastschriften in Euro und zur Änderung der Verordnung (EG) Nummer 924/2009« und § 7c Zahlungsdiensteaufsichtsgesetz.

## **2.3 Einzugsermächtigung**

### **2.3.1 Erteilung der Einzugsermächtigung**

Die Bank empfiehlt, für die Einzugsermächtigung des Zahlers an den Kunden den als Anlage B.1 beigefügten Text zu verwenden.

Die Einzugsermächtigung muss folgende Angaben (Autorisierungsdaten) enthalten:

- Bezeichnung des Zahlungsempfängers,
- Bezeichnung des Zahlers und
- Kundenkennung des Zahlers (siehe Nummer 2.2).

Über die Autorisierungsdaten hinaus kann die Einzugsermächtigung zusätzliche Angaben enthalten.

### **2.3.2 Aufbewahrungspflicht**

Der Kunde ist verpflichtet, die vom Zahler erteilte Einzugsermächtigung – einschließlich Änderungen – in der gesetzlich vorgegebenen Form aufzubewahren. Nach Erlöschen der Einzugsermächtigung ist diese noch für einen Zeitraum von mindestens 14 Monaten, gerechnet vom Einreichungsdatum der letzten eingezogenen Lastschrift, aufzubewahren.

### **2.3.3 Widerruf der Einzugsermächtigung durch einen Zahler**

Widerruft ein Zahler gegenüber dem Kunden eine Einzugsermächtigung, darf der Kunde keine weiteren Einzugsermächtigungslastschriften mehr auf Grundlage dieser Einzugsermächtigung einziehen.

Erhält der Kunde eine Einzugsermächtigungslastschrift mit dem Rückgabegrund »3 – keine Einzugsermächtigung« zurück, teilt der Zahlungsdienstleister des Zahlers damit dem Kunden mit, dass der Zahler die dem Kunden erteilte Einzugsermächtigung widerrufen hat. Der Kunde darf dann keine weiteren Einzugsermächtigungslastschriften mehr auf Grundlage dieser Einzugsermächtigung einziehen.

## **2.4 Einreichung der Lastschriften**

(1) Die vom Zahler erteilte Einzugsermächtigung verbleibt beim Kunden als Zahlungsempfänger. Dieser übernimmt die Autorisierungsdaten und etwaige zusätzliche Angaben in den Datensatz zur Einziehung von Einzugsermächtigungslastschriften. Der jeweilige Lastschriftbetrag wird vom Kunden angegeben.

(2) Der Kunde übermittelt elektronisch den Datensatz zur Einziehung der Einzugsermächtigungslastschrift unter Beachtung der vereinbarten Einreichungsfristen an die Bank.

(3) Beleglose Lastschriften sind gemäß Anlage C zu kennzeichnen.

- (4) Lastschriftbelege müssen den Aufdruck »Einzugsermächtigung des Zahlers liegt dem Zahlungsempfänger vor« tragen und mit dem Textschlüssel »05« gekennzeichnet sein.
- (5) Der Zahlungsdienstleister des Zahlers ist berechtigt, Lastschriften nach dem Textschlüssel zu bearbeiten.

## **2.5 Lastschrifteinzug**

Die Bank wird die vom Kunden eingereichten Lastschriften den Zahlungsdienstleistern der Zahler baldmöglichst oder zu dem mit dem Kunden vereinbarten Zeitpunkt übermitteln.

## **2.6 Ausführung des Zahlungsvorgangs und Rücklastschriften**

- (1) Der Zahlungsdienstleister des Zahlers leitet den von ihm dem Konto des Zahlers aufgrund der Einzugsermächtigungslastschrift belasteten Lastschriftbetrag der Bank zu.
- (2) Bei einer von dem Zahlungsdienstleister des Zahlers nicht eingelöst oder wegen des Erstattungsverlangens des Zahlers durch den Zahlungsdienstleister des Zahlers zurückgegebenen Lastschrift macht die Bank die Vorbehaltsgutschrift rückgängig. Dies geschieht unabhängig davon, ob in der Zwischenzeit ein Rechnungsabschluss erteilt wurde.

### 3 Abbuchungsauftragslastschrift

**Aufgrund der gesetzlichen Vorgaben<sup>2</sup> darf das Abbuchungsauftragslastschriftverfahren ab dem 1. Februar 2014 nicht mehr genutzt werden.**

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<sup>2</sup> Artikel 6 der »Verordnung (EU) Nummer 260/2012 des Europäischen Parlaments und des Rates vom 14. März 2012 zur Festlegung der technischen Vorschriften und der Geschäftsanforderungen für Überweisungen und Lastschriften in Euro und zur Änderung der Verordnung (EG) Nummer 924/2009«.

## **4 SEPA-Basislastschrift**

### **4.1 Wesentliche Merkmale des SEPA-Basislastschriftverfahrens**

Das SEPA-Basislastschriftverfahren richtet sich nach dem »SEPA Core Direct Debit Scheme Rulebook« des European Payments Council.

Mit dem SEPA-Basislastschriftverfahren kann ein Zahler über seinen Zahlungsdienstleister an den Zahlungsempfänger Zahlungen in Euro innerhalb des Gebiets des einheitlichen Euro-Zahlungsverkehrsraums (»Single Euro Payments Area«, SEPA)<sup>3</sup> bewirken.

Für die Ausführung von Zahlungen mittels SEPA-Basislastschriften muss der Zahler vor dem Zahlungsvorgang dem Zahlungsempfänger das SEPA-Lastschriftmandat (siehe Nummer 4.4) erteilen.

Der Kunde als Zahlungsempfänger löst den jeweiligen Zahlungsvorgang aus, indem er über die Bank dem Zahlungsdienstleister des Zahlers die Lastschriften vorlegt.

Der Zahler kann bei einer autorisierten Zahlung aufgrund einer SEPA-Basislastschrift binnen einer Frist von acht Wochen ab dem Zeitpunkt der Belastungsbuchung auf seinem Konto von seinem Zahlungsdienstleister die Erstattung des belasteten Lastschriftbetrages verlangen. Dies führt zu einer Rückgängigmachung der Vorbehaltsgutschrift auf dem Konto des Kunden als Zahlungsempfänger.

### **4.2 Kundenkennungen**

Für das Verfahren hat der Kunde

- die ihm von der Bank erteilte IBAN – und bei grenzüberschreitenden Zahlungen bis 31. Januar 2016 zusätzlich den BIC der Bank – als seine Kundenkennung sowie
- die ihm vom Zahler mitgeteilte IBAN – und bei grenzüberschreitenden Zahlungen (innerhalb des Europäischen Wirtschaftsraums<sup>4</sup> bis 31. Januar 2016) zusätzlich den BIC des Zahlungsdienstleisters des Zahlers – als die Kundenkennung des Zahlers zu verwenden.

Die Bank ist berechtigt, den Einzug der Lastschriften ausschließlich auf Grundlage der ihr übermittelten Kundenkennungen durchzuführen.

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<sup>3</sup> Liste der zu SEPA gehörenden Staaten und Gebiete siehe Anlage D.

<sup>4</sup> Für die Mitgliedstaaten siehe Anlage D.



### 4.3 Übermittlung von Lastschriftdaten

Bei SEPA-Basislastschriften können die Lastschriftdaten über das Nachrichtenübermittlungssystem der Society for Worldwide Interbank Financial Telecommunication (SWIFT) mit Sitz in Belgien und Rechenzentren in der Europäischen Union, in der Schweiz und in den USA von der Bank an den Zahlungsdienstleister des Zahlers weitergeleitet werden.

### 4.4 SEPA-Lastschriftmandat

#### 4.4.1 Erteilung des SEPA-Lastschriftmandats (SEPA Direct Debit Mandate)

Der Kunde muss vor Einreichung von SEPA-Basislastschriften vom Zahler ein SEPA-Lastschriftmandat einholen. In dem SEPA-Lastschriftmandat müssen die folgenden Erklärungen des Zahlers enthalten sein:

- Ermächtigung des Kunden durch den Zahler, Zahlungen vom Konto des Zahlers mittels SEPA-Basislastschrift einzuziehen, und
- Weisung des Zahlers an seinen Zahlungsdienstleister, die vom Kunden auf das Konto des Zahlers gezogenen SEPA-Basislastschriften einzulösen.

Der Kunde muss hierzu den als Anlage B.2 beigefügten Text oder einen inhaltsgleichen Text in einer Amtssprache der in Anlage D genannten Staaten und Gebiete gemäß den Vorgaben des European Payments Council (siehe [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu)) verwenden.

Zusätzlich müssen folgende Angaben im Mandat enthalten sein:

- Name des Kunden, seine Adresse und seine Gläubiger-Identifikationsnummer (diese wird für in Deutschland ansässige Kunden von der Deutschen Bundesbank vergeben, siehe <http://glaebiger-id.bundesbank.de>),
- Angabe, ob das Mandat für wiederkehrende Zahlungen oder eine einmalige Zahlung gegeben wird,
- Name des Zahlers oder Bezeichnung gemäß Anlage C Nummer 2,
- Kundenkennung des Zahlers (siehe Nummer 4.2) ,
- Zeichnung durch den Zahler sowie
- Datum der Zeichnung durch den Zahler.

Die vom Kunden individuell vergebene Mandatsreferenz

- bezeichnet in Verbindung mit der Gläubiger-Identifikationsnummer das jeweilige Mandat eindeutig,
- ist bis zu 35 alphanumerische Stellen lang und

- kann bereits im Mandat enthalten sein oder muss dem Zahler nachträglich bekannt gegeben werden.

Über die genannten Daten hinaus kann das SEPA-Lastschriftmandat zusätzliche Angaben enthalten.

#### **4.4.2 Einzugsermächtigung als SEPA-Lastschriftmandat**

(1) Der Kunde kann eine vor dem 1. Februar 2014 erteilte Einzugsermächtigung als SEPA-Lastschriftmandat nutzen. Dazu müssen die folgenden Voraussetzungen vorliegen:

- Der Zahler hat dem Kunden als Zahlungsempfänger eine schriftliche Einzugsermächtigung erteilt, mit der er den Zahlungsempfänger ermächtigt, Zahlungen von seinem Konto mittels Lastschrift einzuziehen.
- Der Zahler und dessen Zahlungsdienstleister haben vereinbart, dass
  - der Zahler mit der Einzugsermächtigung zugleich seinen Zahlungsdienstleister anweist, die vom Zahlungsempfänger auf sein Konto gezogenen Lastschriften einzulösen, und
  - diese Einzugsermächtigung als SEPA-Lastschriftmandat genutzt werden kann.

(2) Die Einzugsermächtigung muss folgende Autorisierungsdaten enthalten:

- Bezeichnung des Zahlungsempfängers,
- Bezeichnung des Zahlers,
- Kundenkennung nach Nummer 4.2 oder Kontonummer und Bankleitzahl des Zahlers.

Über die Autorisierungsdaten hinaus kann die Einzugsermächtigung zusätzliche Angaben enthalten.

(3) Vor dem ersten SEPA-Basislastschrifteinzug hat der Kunde den Zahler über den Wechsel vom Einzug per Einzugsermächtigungslastschrift auf den Einzug per SEPA-Basislastschrift unter Angabe von Gläubiger-Identifikationsnummer und Mandatsreferenz in Textform zu unterrichten. Auf Nachfrage der Bank hat der Kunde die Unterrichtung des Zahlers nach Satz 1 in geeigneter Weise nachzuweisen.

(4) Die erste SEPA-Basislastschrift, die nach dem Wechsel von der Einzugsermächtigungslastschrift erfolgt, wird als Erstlastschrift gekennzeichnet. Im Datensatz der eingereichten Lastschriften ist als Datum der Unterschrift des Zahlers das Datum der Unterrichtung des Zahlers nach Absatz 3 anzugeben.

#### **4.4.3 Aufbewahrungspflicht**

Der Kunde ist verpflichtet, das vom Zahler erteilte SEPA-Lastschriftmandat – einschließlich Änderungen – in der gesetzlich vorgegebenen Form aufzubewahren. Nach Erlöschen des Mandats ist dieses noch für einen Zeitraum von mindestens 14 Monaten, gerechnet vom Einreichungsdatum der letzten eingezogenen Lastschrift, aufzubewahren.

#### **4.4.4 Widerruf des SEPA-Lastschriftmandats durch einen Zahler**

Widerruft ein Zahler gegenüber dem Kunden ein SEPA-Lastschriftmandat, darf der Kunde keine weiteren SEPA-Basislastschriften mehr auf Grundlage dieses SEPA-Lastschriftmandats einziehen.

Erhält der Kunde eine SEPA-Basislastschrift mit dem Rückgabegrund »no mandate/unauthorised transaction« zurück, teilt der Zahlungsdienstleister des Zahlers damit dem Kunden mit, dass der Zahler das dem Kunden erteilte SEPA-Lastschriftmandat widerrufen hat. Der Kunde darf dann keine weiteren SEPA-Basislastschriften mehr auf Grundlage dieses SEPA-Lastschriftmandats einziehen.

#### **4.5 Ankündigung des SEPA-Basislastschrift-Einzugs**

Der Kunde hat dem Zahler spätestens 14 Kalendertage vor der Fälligkeit der SEPA-Basislastschrift-Zahlung den SEPA-Basislastschrift-Einzug anzukündigen (z. B. durch Rechnungstellung); Kunde und Zahler können auch eine andere Frist vereinbaren. Bei wiederkehrenden Lastschriften mit gleichen Lastschriftbeträgen genügen eine einmalige Unterrichtung des Zahlers vor dem ersten Lastschrifteinzug und die Angabe der Fälligkeitstermine.

#### **4.6 Einreichung der SEPA-Basislastschrift**

- (1) Das vom Zahler erteilte SEPA-Lastschriftmandat verbleibt beim Kunden als Zahlungsempfänger. Dieser übernimmt die Autorisierungsdaten und etwaige zusätzliche Angaben in den Datensatz zur Einziehung von SEPA-Basislastschriften. Der jeweilige Lastschriftbetrag und der Fälligkeitstag der Lastschriftzahlung werden vom Kunden angegeben.
- (2) Der Kunde übermittelt elektronisch den Datensatz zur Einziehung der SEPA-Basislastschrift unter Beachtung der vereinbarten Einreichungsfristen an die Bank. Die Lastschrift ist gemäß Anlage C zu kennzeichnen. Der Zahlungsdienstleister des Zahlers (Zahlstelle) ist berechtigt, die Lastschrift nach der Kennzeichnung zu bearbeiten.
- (3) Fällt der im Datensatz vom Kunden angegebene Fälligkeitstag auf keinen TARGET2-Geschäftstag<sup>5</sup>, ist die Bank berechtigt, den folgenden TARGET2-Geschäftstag als Fälligkeitstag im Lastschriftsatz anzugeben.
- (4) Reicht der Kunde zu einem SEPA-Lastschriftmandat in einem Zeitraum von 36 Monaten (gerechnet vom Fälligkeitstermin der zuletzt vorgelegten SEPA-Basislastschrift) keine SEPA-Basislastschrift ein, hat er Lastschrifteinzüge auf Basis dieses Mandats zu unterlassen und ist verpflichtet, ein neues SEPA-Lastschriftmandat einzuholen, wenn er zukünftig SEPA-

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<sup>5</sup> TARGET2 steht für Trans-European Automated Real-time Gross Settlement Express Transfer System. TARGET2 ist täglich außer samstags, sonntags, an Neujahr, am Karfreitag und Ostermontag, am 1. Mai sowie am 25. und 26. Dezember geöffnet.

Basislastschriften von dem Zahler einziehen möchte. Die Bank ist nicht verpflichtet, die Einhaltung der Maßnahmen in Satz 1 zu prüfen.

(5) Die Bank wird die rechtzeitig und ordnungsgemäß eingereichte SEPA-Basislastschrift so an den Zahlungsdienstleister des Zahlers übermitteln, dass die Verrechnung an dem im Lastschriftdatensatz enthaltenen Fälligkeitstag ermöglicht wird.

#### **4.7 Ausführung des Zahlungsvorgangs und Rücklastschriften**

(1) Der Zahlungsdienstleister des Zahlers leitet den von ihm dem Konto des Zahlers aufgrund der SEPA-Basislastschrift belasteten Lastschriftbetrag der Bank zu.

(2) Bei einer von dem Zahlungsdienstleister des Zahlers nicht eingelösten oder wegen des Erstattungsverlangens des Zahlers zurückgegebenen Lastschrift macht die Bank die Vorbehaltsgutschrift rückgängig. Dies geschieht unabhängig davon, ob in der Zwischenzeit ein Rechnungsabschluss erteilt wurde.

## **5 SEPA-Firmenlastschrift**

### **5.1 Wesentliche Merkmale des SEPA-Firmenlastschriftverfahrens**

Das SEPA-Firmenlastschriftverfahren richtet sich nach dem »SEPA Business to Business Direct Debit Scheme Rulebook« des European Payments Council. Das SEPA-Firmenlastschriftverfahren kann nur von Zahlern genutzt werden, die keine Verbraucher sind.

Mit dem SEPA-Firmenlastschriftverfahren kann ein Zahler über seinen Zahlungsdienstleister an den Zahlungsempfänger Zahlungen in Euro innerhalb des Gebiets des einheitlichen Euro-Zahlungsverkehrsraums (»Single Euro Payments Area«, SEPA)<sup>6</sup> bewirken.

Für die Ausführung von Zahlungen mittels SEPA-Firmenlastschrift

- müssen der Zahlungsempfänger und dessen Zahlungsdienstleister das SEPA-Firmenlastschriftverfahren nutzen,
- muss der Zahler vor dem Zahlungsvorgang dem Zahlungsempfänger das SEPA-Firmenlastschrift-Mandat erteilen und
- muss der Zahler seinem Zahlungsdienstleister die Erteilung des SEPA-Firmenlastschrift-Mandats bestätigen.

Der Kunde als Zahlungsempfänger löst den jeweiligen Zahlungsvorgang aus, indem er über die Bank dem Zahlungsdienstleister des Zahlers die Lastschriften vorlegt.

Der Zahler kann bei einer autorisierten Zahlung aufgrund einer SEPA-Firmenlastschrift von seinem Zahlungsdienstleister keine Erstattung des seinem Konto belasteten Lastschriftbetrages verlangen.

### **5.2 Kundenkennungen**

Für das Verfahren hat der Kunde

- die ihm von der Bank erteilte IBAN – und bei grenzüberschreitenden Zahlungen bis 31. Januar 2016 zusätzlich den BIC – als seine Kundenkennung sowie
- die ihm vom Zahler mitgeteilte IBAN - und bei grenzüberschreitenden Zahlungen (innerhalb des Europäischen Wirtschaftsraums<sup>7</sup> bis 31. Januar 2016) zusätzlich den BIC des Zahlungsdienstleisters des Zahlers – als die Kundenkennung des Zahlers zu verwenden.

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<sup>6</sup> Liste der zu SEPA gehörenden Staaten und Gebiete siehe Anlage D.

<sup>7</sup> Für die Mitgliedstaaten siehe Anlage D.

Die Bank ist berechtigt, den Einzug der Lastschriften ausschließlich auf Grundlage der ihr übermittelten Kundenkennungen durchzuführen.

### **5.3 Übermittlung von Lastschriftdaten**

Bei SEPA-Firmenlastschriften können die Lastschriftdaten über das Nachrichtenübermittlungssystem der Society for Worldwide Interbank Financial Telecommunication (SWIFT) mit Sitz in Belgien und Rechenzentren in der Europäischen Union, in der Schweiz und in den USA von der Bank an den Zahlungsdienstleister des Zahlers weitergeleitet werden.

### **5.4 SEPA-Firmenlastschrift-Mandat**

#### **5.4.1 Erteilung des SEPA-Firmenlastschrift-Mandats (SEPA Business-to-Business Direct Debit Mandate)**

Der Kunde muss vor Einreichung von SEPA-Firmenlastschriften vom Zahler ein SEPA-Firmenlastschrift-Mandat einholen. In dem SEPA-Firmenlastschrift-Mandat müssen die folgenden Erklärungen des Zahlers enthalten sein:

- Ermächtigung des Kunden, Zahlungen vom Konto des Zahlers mittels SEPA-Firmenlastschrift einzuziehen, und
- Weisung des Zahlers an seinen Zahlungsdienstleister, die vom Kunden auf das Konto des Zahlers gezogenen SEPA-Firmenlastschriften einzulösen.

Der Kunde muss hierzu den als Anlage B.3 beigefügten Text oder einen inhaltsgleichen Text in einer Amtssprache der in Anlage D genannten Staaten und Gebiete gemäß den Vorgaben des European Payments Council (siehe [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu)) verwenden.

Zusätzlich müssen folgende Angaben im Mandat enthalten sein:

- Name des Kunden, seine Adresse und seine Gläubiger-Identifikationsnummer (diese wird für in Deutschland ansässige Kunden von der Deutschen Bundesbank vergeben, siehe <http://glaebiger-id.bundesbank.de>),
- Angabe, ob das Mandat für wiederkehrende Zahlungen oder eine einmalige Zahlung gegeben wird,
- Name des Zahlers,
- Kundenkennung des Zahlers (siehe Nummer 5.2),
- Zeichnung durch den Zahler sowie
- Datum der Zeichnung durch den Zahler.

Die vom Kunden individuell vergebene Mandatsreferenz

- bezeichnet in Verbindung mit der Gläubiger-Identifikationsnummer das jeweilige Mandat eindeutig,
- ist bis zu 35 alphanumerische Stellen lang und
- kann bereits im Mandat enthalten sein oder muss dem Zahler nachträglich bekannt gegeben werden.

Über die genannten Daten hinaus kann das SEPA-Firmenlastschrift-Mandat zusätzliche Angaben enthalten.

#### **5.4.2 Aufbewahrungspflichten**

Der Kunde ist verpflichtet, das vom Zahler erteilte SEPA-Firmenlastschrift-Mandat – einschließlich Änderungen – in der gesetzlich vorgegebenen Form aufzubewahren. Nach Erlöschen des Mandats ist dieses noch für einen Zeitraum von mindestens 14 Monaten, gerechnet vom Einreichungsdatum der letzten eingezogenen Lastschrift, aufzubewahren.

### **5.5 Ankündigung des SEPA-Firmenlastschrift-Einzugs**

Der Kunde hat dem Zahler spätestens 14 Kalendertage vor der Fälligkeit der SEPA-Firmenlastschrift-Zahlung den SEPA-Firmenlastschrift-Einzug anzukündigen (z. B. durch Rechnungsstellung); Kunde und Zahler können auch eine andere Frist vereinbaren. Bei wiederkehrenden Lastschriften mit gleichen Lastschriftbeträgen genügt eine einmalige Unterrichtung des Zahlers vor dem ersten Lastschrifteinzug und die Angabe der Fälligkeitstermine.

### **5.6 Einreichung der SEPA-Firmenlastschrift**

(1) Das vom Zahler erteilte SEPA-Firmenlastschrift-Mandat verbleibt beim Kunden. Dieser übernimmt die Autorisierungsdaten und etwaige zusätzliche Angaben in den Datensatz zur Einziehung von SEPA-Firmenlastschriften. Der jeweilige Lastschriftbetrag und der Fälligkeitstag der Lastschriftzahlung werden vom Kunden angegeben.

(2) Der Kunde übermittelt elektronisch den Datensatz zur Einziehung der SEPA-Firmenlastschrift unter Beachtung der vereinbarten Einreichungsfristen an die Bank. Die Lastschrift ist gemäß Anlage C zu kennzeichnen. Der Zahlungsdienstleister des Zahlers (Zahlstelle) ist berechtigt, die Lastschrift nach der Kennzeichnung zu bearbeiten.

- (3) Fällt der im Datensatz vom Kunden angegebene Fälligkeitstag auf keinen TARGET2-Geschäftstag<sup>8</sup>, ist die Bank berechtigt, den folgenden TARGET2-Geschäftstag als Fälligkeitstag im Lastschriftdatensatz anzugeben.
- (4) Reicht der Kunde zu einem SEPA-Firmenlastschrift-Mandat in einem Zeitraum von 36 Monaten (gerechnet vom Fälligkeitstermin der zuletzt vorgelegten SEPA-Firmenlastschrift) keine SEPA-Firmenlastschrift ein, hat er Lastschrifteinzüge auf Basis dieses Mandats zu unterlassen und ist verpflichtet, ein neues SEPA-Firmenlastschrift-Mandat einzuholen, wenn er zukünftig SEPA-Firmenlastschriften von dem Zahler einziehen möchte. Die Bank ist nicht verpflichtet, die Einhaltung der Maßnahmen in Satz 1 zu prüfen.
- (5) Die Bank wird die rechtzeitig und ordnungsgemäß eingereichte SEPA-Firmenlastschrift so an den Zahlungsdienstleister des Zahlers übermitteln, dass die Verrechnung an dem im Lastschriftdatensatz enthaltenen Fälligkeitstag ermöglicht wird.

## **5.7 Ausführung des Zahlungsvorgangs und Rücklastschriften**

- (1) Der Zahlungsdienstleister des Zahlers leitet den von ihm dem Konto des Zahlers aufgrund der SEPA-Firmenlastschrift belasteten Lastschriftbetrag der Bank zu.
- (2) Bei einer von dem Zahlungsdienstleister des Zahlers nicht eingelösten Lastschrift macht die Bank die Vorbehaltsgutschrift rückgängig. Dies geschieht unabhängig davon, ob in der Zwischenzeit ein Rechnungsabschluss erteilt wurde.

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<sup>8</sup> TARGET2 steht für Trans-European Automated Real-time Gross Settlement Express Transfer System. TARGET2 ist täglich außer samstags, sonntags, an Neujahr, am Karfreitag und Ostermontag, am 1. Mai sowie am 25. und 26. Dezember geöffnet.



## Anlage A Einreichungsfristen

<b>Einzugsermächtigungslastschrift</b>	[Ausfüllhinweis: bis XX Uhr am Geschäftstag]
<b>SEPA-Basislastschrift</b>	<p>[Ausfüllhinweise:</p> <ul style="list-style-type: none"><li>■ Frühestens XX Kalendertage vor Lastschriftfälligkeit.</li><li>■ Bei Erst- und Einmallastschrift spätestens XX Geschäftstage<sup>9</sup> bis XX Uhr vor Lastschriftfälligkeit.</li><li>■ Bei Folgelastschrift spätestens XX Geschäftstage<sup>10</sup> bis XX Uhr vor Lastschriftfälligkeit.</li><li>■ Bei Lastschrift mit Kennzeichen »COR1« spätestens XX Geschäftstage<sup>11</sup> bis XX Uhr vor Lastschriftfälligkeit.</li></ul> <p>]</p>
<b>SEPA-Firmenlastschrift</b>	<p>[Ausfüllhinweise:</p> <ul style="list-style-type: none"><li>■ Frühestens XX Kalendertage vor Lastschriftfälligkeit.</li><li>■ Spätestens XX Geschäftstage<sup>12</sup> bis XX Uhr vor Lastschriftfälligkeit.</li></ul> <p>]</p>

Die Geschäftstage sind im »Preis- und Leistungsverzeichnis« in Kapitel B.III.1 bestimmt.

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9 Redaktioneller Hinweis: Nach SEPA-Lastschrift-Regelwerk mindestens 5 Geschäftstage plus eigene Bearbeitungszeit (z. B. 1 Geschäftstag).

10 Redaktioneller Hinweis: Nach SEPA-Lastschrift-Regelwerk mindestens 2 Geschäftstage plus eigene Bearbeitungszeit (z. B. 1 Geschäftstag).

11 Redaktioneller Hinweis: Nach SEPA-Lastschrift-Regelwerk mindestens 1 Geschäftstag plus eigene Bearbeitungszeit (z. B. 1 Geschäftstag).

12 Redaktioneller Hinweis: Nach SEPA-Lastschrift-Regelwerk mindestens 1 Geschäftstag plus eigene Bearbeitungszeit (z. B. 1 Geschäftstag).

## **Anlage B.1 Text für die Einzugsermächtigung des Zahlungsempfängers**

### **Einzugsermächtigung**

Ich ermächtige/Wir ermächtigen [Name des Zahlungsempfängers], die von mir/uns zu entrichtenden Zahlungen bei Fälligkeit durch Lastschrift von meinem/unserem Konto [Kontonummer/Bankleitzahl/Name des Zahlungsdienstleisters] einzuziehen.

## **Anlage B.2 Text für das SEPA-Lastschriftmandat an den Zahlungsempfänger**

### **SEPA-Lastschriftmandat**

Ich ermächtige/Wir ermächtigen [Name des Zahlungsempfängers], Zahlungen von meinem/ unserem) Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein/weisen wir unseren Zahlungsdienstleister an, die von [Name des Zahlungsempfängers] auf mein/unser Konto gezogenen Lastschriften einzulösen.

Hinweis: Ich kann/Wir können innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem/unserem Zahlungsdienstleister vereinbarten Bedingungen.

## **Anlage B.3 Text für das SEPA-Firmenlastschrift-Mandat an den Zahlungsempfänger**

### **SEPA-Firmenlastschrift-Mandat**

Ich ermächtige/Wir ermächtigen [Name des Zahlungsempfängers], Zahlungen von meinem/unserem Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein/weisen wir unseren Zahlungsdienstleister an, die von [Name des Zahlungsempfängers] auf mein/unser Konto gezogenen Lastschriften einzulösen.

Hinweis: Dieses Lastschriftmandat dient nur dem Einzug von Lastschriften, die auf Konten von Unternehmen gezogen sind. Ich bin/Wir sind nicht berechtigt, nach der erfolgten Einlösung eine Erstattung des belasteten Betrages zu verlangen. Ich bin/Wir sind berechtigt, meinen/unseren Zahlungsdienstleister bis zum Fälligkeitstag anzuweisen, Lastschriften nicht einzulösen.

## Anlage C

### 1 Kennzeichnung der jeweiligen Lastschriftverfahren im Datensatz

Verfahren	Kennzeichnung des Datensatzes
<b>Einzugsermächtigungslastschrift unter Einsatz der Zahlungskarte des Zahlers an einer Verkaufsstelle (Elektronisches Lastschriftverfahren)</b>	Textschlüssel »05«
<b>SEPA-Basislastschrift</b>	»CORE« oder »COR1« im Element »Code« der Elementgruppe "Local instrument"
<b>SEPA-Firmenlastschrift</b>	»B2B« im Element »Code« der Elementgruppe "Local instrument"

### 2 Name des Zahlers gemäß Nummer 4.4.1 Absatz 3 dritter Spiegelstrich

Sofern ein Lastschriftmandat für eine SEPA-Basis-Lastschrift (»Local Instrument« enthält »CORE« oder »COR1«) am POS (Point Of Sale/Kartenterminal) aus Bankkartendaten generiert wird und soweit der Name des Zahlers nicht verfügbar ist, können zur Identifizierung des Zahlers anstelle des Namens auch Daten der Karte wie folgt angegeben werden: Konstante /CDGM (Card Data Generated Mandate), gefolgt von /Kartenummer, /Kartenfolgenummer und /Verfalldatum der Karte (vierstellig im Format JJMM). Soweit die Kartenummer nicht verfügbar ist, ist die PAN zu verwenden. Um eine gleiche Feldlänge Kartenummer/PAN zu bewirken, ist die Kartenummer linksbündig mit Nullen auf 19 Stellen aufzufüllen.

## **Anlage D      Liste der zu SEPA gehörigen Staaten und Gebiete**

### **Staaten des Europäischen Wirtschaftsraums (EWR)**

Mitgliedstaaten der Europäischen Union: Belgien, Bulgarien, Dänemark, Deutschland, Estland, Finnland, Frankreich (einschließlich Französisch-Guayana, Guadeloupe, Martinique, Mayotte, Réunion), Griechenland, Irland, Italien, Kroatien, Lettland, Litauen, Luxemburg, Malta, Niederlande, Österreich, Polen, Portugal, Rumänien, Schweden, Slowakei, Slowenien, Spanien, Tschechische Republik, Ungarn, Vereinigtes Königreich von Großbritannien und Nordirland, Zypern.

Weitere Staaten: Island, Liechtenstein, Norwegen.

### **Sonstige Staaten und Gebiete**

Monaco, Schweiz, Saint-Pierre und Miquelon.

## Deutscher SEPA-Rat

Das Bundesministerium der Finanzen und die Deutsche Bundesbank haben im Mai 2011 den Deutschen SEPA-Rat nach dem Vorbild des europäischen SEPA Councils gegründet. Zu dem Teilnehmerkreis gehören Spitzenvertreter der Angebotsseite (Kreditwirtschaft) und der Nachfragerseite (u.a. Handel, Versicherungen, Verbraucher, Wohlfahrtsorganisationen) des deutschen Zahlungsverkehrsmarktes. Der SEPA-Rat tagt vier Mal jährlich.

Der SEPA-Rat stärkt den Dialog zwischen der Kreditwirtschaft und den Endnutzern und fördert die Konsensfindung, um gemeinsame Positionen zur SEPA-Implementierung in Deutschland zu erreichen und eine nutzerfreundliche SEPA-Umstellung zu gewährleisten.

Quelle: Homepage Deutsche Bundesbank

[http://www.bundesbank.de/Redaktion/DE/Standardartikel/Kerngeschaeftsfelder/Unbarer\\_Zahlungsverkehr/deutscher\\_rat.html](http://www.bundesbank.de/Redaktion/DE/Standardartikel/Kerngeschaeftsfelder/Unbarer_Zahlungsverkehr/deutscher_rat.html)

# Fragen & Antworten

Nachstehend finden Sie Antworten auf häufig gestellte Fragen zu den Themen IBAN/BIC-Nutzung, SEPA-Überweisung und -Lastschrift sowie allgemeine Fragen zu SEPA.

- [Was bedeutet SEPA?](#)
- [Wen betrifft SEPA?](#)
- [Welche Länder nehmen an SEPA teil \(SEPA-Teilnehmerländer\)?](#)
- [Ab wann muss ich auf SEPA umsteigen?](#)
- [Kann ich SEPA-Zahlungen auch in anderen Währungen als Euro abwickeln?](#)
- [Was ist der Deutsche SEPA-Rat?](#)
- [Wie werden Verrechnungsschecks im Zusammenhang mit der SEPA-Einführung behandelt?](#)
- [Was ändert sich mit SEPA bezogen auf zahlungsbilanzstatistische Meldepflichten?](#)
- [Wo finde ich IBAN und BIC?](#)
- [Wozu benötige ich den BIC?](#)
- [Wie lange wird es die Bankleitzahlen noch geben?](#)
- [Was passiert, wenn ich mich bei der IBAN verschreibe?](#)
- [Benötige ich für die SEPA-Überweisung einen neuen Zahlungsverkehrsvordruck?](#)
- [Wie kann ich eine SEPA-Überweisung tätigen?](#)
- [Wo finde ich die Regelwerke für eine SEPA-Überweisung?](#)
- [Wo finde ich die Regelwerke für die SEPA-Lastschrift?](#)
- [Was ist ein SEPA-Lastschriftmandat?](#)
- [Wann wird das elektronische Mandat \(e-Mandat\) durch die deutsche Kreditwirtschaft unterstützt?](#)
- [Ab wann werden die deutschen Kreditinstitute kürzere Vorlagefristen unterstützen?](#)
- [Was ist unter "Vorabinformation" zu verstehen?](#)
- [Was ist die Gläubiger-Identifikationsnummer \(Creditor-Identifizierer oder Gläubiger-ID\)?](#)
- [Was ist die Mandatsreferenz?](#)
- [Wird es eine Übergangsregelung für Lastschriften innerhalb Deutschlands bis zum Februar 2016 geben?](#)
- [Was passiert mit dem Elektronischen Lastschriftverfahren \(ELV\)?](#)
- [Muss ein neues SEPA-Lastschriftmandat für eine bereits existierende Einzugsermächtigung erteilt werden?](#)
- [Muss ein neues SEPA-Mandat für einen bereits existierenden Abbuchungsauftrag erteilt werden?](#)
- [Was passiert mit den Einzugsermächtigungen, die nicht in schriftlicher Form erteilt wurden?](#)
- [Welche Widerspruchsfristen gelten bei der SEPA-Lastschrift?](#)
- [Muss bei jeder Änderung des eingezogenen Betrags ein neues Mandat für die SEPA-Lastschrift eingeholt werden?](#)



## Muss bei Änderung der Mandatsdaten ein neues Mandat mit Unterschrift des Kunden eingeholt werden?

Die Vorgaben zur Form der Mandatserteilung, einschließlich etwaiger Änderungen des Mandats, ergeben sich aus den Regelungen der jeweiligen Inkassovereinbarung zwischen dem Zahlungsempfänger und seinem Zahlungsdienstleister. Grundsätzlich gilt, dass alle Mandatsangaben geändert werden können. Allerdings wird ein neues Mandat erforderlich, sollte sich die Identität des Zahlungsempfängers ändern. Eine Mandatsänderung bedarf der Schrift- bzw. Textform, d.h. ein Papier-Mandat kann nachträglich nicht auf rein elektronischem Wege geändert werden. Denn sonst kann der Zahlungsempfänger den Nachweis für ein gültiges Mandat nur schwer erbringen. Dies gilt auch für eine Mandatsverlängerung.

- [Wie sind SEPA-Mandate aufzubewahren?](#)
- [Gibt es eine Sonderregelung für Vereine?](#)
- [Muss der Zahlungsempfänger das Original des SEPA-Firmenlastschrift-Mandats bei dem Zahlungsdienstleister des Zahlers einreichen?](#)
- [In welcher Sprache muss ein Mandat verfasst werden?](#)
- [Wie werden Rücklastschriften und das nochmalige Einziehen der Forderung behandelt?](#)

Quelle: Deutsche Bundesbank Homepage

[http://www.bundesbank.de/Redaktion/DE/FAQ\\_Listen/zahlungsverkehr\\_sepa.html?docId=125206#125206](http://www.bundesbank.de/Redaktion/DE/FAQ_Listen/zahlungsverkehr_sepa.html?docId=125206#125206)

# Gläubiger-Identifikationsnummer

- **Allgemeine Hinweise**
- [Antragstellung und Ausgabe](#)
- [Behandlung der Daten bei der Deutschen Bundesbank](#)
- [In 10 Schritten zu Ihrer Gläubiger-Identifikationsnummer](#)
- [Service und Kontakt](#)

## Allgemeine Hinweise

Das neue SEPA-Lastschriftverfahren ("SEPA Direct Debit"), das zum 2. November 2009 innerhalb des einheitlichen Euro-Zahlungsverkehrsraums (SEPA - Single Euro Payments Area) eingeführt wurde, sieht im SEPA-Lastschriftmandat ein verpflichtendes Merkmal zur kontounabhängigen und eindeutigen Kennzeichnung des Lastschriftgläubigers (Creditor Identifier/CI, im Folgenden: Gläubiger-Identifikationsnummer oder Gläubiger-ID) vor.

Gemeinsam mit der vom Lastschriftgläubiger vergebenen Mandatsreferenznummer wird die Gläubiger-Identifikationsnummer von der Kreditwirtschaft über die gesamte Zahlungsprozesskette hinweg bis zum Zahlungspflichtigen im SEPA-Datensatz weitergeleitet. Die Mandatsreferenznummer ermöglicht in Verbindung mit der Gläubiger-Identifikationsnummer eine eindeutige Identifizierbarkeit eines Mandats, so dass der Schuldner bei Vorlage einer SEPA-Lastschrift eine Prüfung des wirksamen Bestehens des Mandats vornehmen bzw. die Zahlstelle ihm gegebenenfalls eine solche Leistung optional anbieten kann.

Für Deutschland übernimmt die Deutsche Bundesbank die Ausgabe der Gläubiger-Identifikationsnummer in Abstimmung mit der Deutschen Kreditwirtschaft (DK).

Die Vergabe der Gläubiger-Identifikationsnummer erfolgt unabhängig von den rechtlichen Eigenschaften und der wirtschaftlichen Situation des Antragstellers und enthält keine diesbezüglichen Aussagen oder Bewertungen der Deutschen Bundesbank.

Mit der Zuteilung einer Gläubiger-Identifikationsnummer ist keine Zulassung zum Einzug von Lastschriften im SEPA-Lastschriftverfahren verbunden. Diese kann nur durch das kontoführende Kreditinstitut des Antragstellers erfolgen.

Quelle: Deutsche Bundesbank Homepage

[http://www.bundesbank.de/Navigation/DE/Kerngeschaeftsfelder/Unbarer\\_Zahlungsverkehr/SEPA/Glaebiger\\_Identifikationsnummer/glaebiger\\_identifikationsnummer.html#doc25900bodyText2](http://www.bundesbank.de/Navigation/DE/Kerngeschaeftsfelder/Unbarer_Zahlungsverkehr/SEPA/Glaebiger_Identifikationsnummer/glaebiger_identifikationsnummer.html#doc25900bodyText2)

# Gläubiger-Identifikationsnummer

- [Allgemeine Hinweise](#)
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## Antragstellung und Ausgabe

- [Allgemeine Hinweise zur Antragstellung](#)
- [Auswahl der Rechtsform](#)
- [Antragsformular und Verfahrensbeschreibung](#)

### Allgemeine Hinweise zur Antragstellung

- Anträge auf Erteilung einer Gläubiger-Identifikationsnummer können ausschließlich elektronisch gestellt werden. Das Verfahren ist aus Sicherheitsgründen 2-stufig (Antragstellung und Auftragsbestätigung) aufgebaut. Bitte beachten Sie, dass die Anträge nicht in Echtzeit verarbeitet werden, d. h. die Zusendung der E-Mails erfolgt in Abhängigkeit der Verarbeitungsrhythmen ggf. erst nach mehreren Stunden – bzw. in Abhängigkeit des Zeitpunkts der Antragstellung und der Auftragsbestätigung – am nächsten Geschäftstag.
- Einen Antrag können Sie stellen, wenn Sie Ihren Hauptwohnsitz bzw. Hauptgeschäftssitz in Deutschland haben.
- Die Antragstellung ist weitestgehend selbsterklärend und erfolgt in Abhängigkeit von der Rechtsform - Bitte klären Sie diese vorab!
- Maßgeblich für die Beantragung einer Gläubiger-Identifikationsnummer ist die "Verfahrensbeschreibung Gläubiger-Identifikationsnummer". Sie ist – ebenso wie der Hinweis zum Datenschutz – im Rahmen der Antragstellung ausdrücklich anzuerkennen.
- Den Link zum "Formular zur Beantragung Ihrer Gläubiger-Identifikationsnummer" finden Sie am Ende dieser Seite.

Die Antragstellung erfolgt in Abhängigkeit von der Rechtsform. Nachstehende Personengruppen und Rechtsformen stehen zur Auswahl.

[Nach oben](#)

### Auswahl der Rechtsform

**Hinweis für eingetragene Vereine:** eingetragene Vereine stellen den Antrag unter dem Vereinsnamen und nicht unter dem Namen des 1. Vorsitzenden oder des Kassierers.

**Hinweis für WEGs:** Gläubiger-Identifikationsnummern für Wohnungseigentümergeinschaften (WEGs) sind unter der Personengruppe "Personenvereinigung" und der Rechtsform "Sonstige Personenvereinigung" zu beantragen; zudem ist die Anschrift des Objekts und nicht die des Verwalters anzugeben.

<b>Personengruppen</b>	<b>In der Personengruppe zur Auswahl stehende Rechtsformen</b>
Natürliche Personen und Einzelunternehmen, Freiberufler	<ul style="list-style-type: none"><li>• Einzelperson oder Freiberufler</li><li>• Einzelkaufmann (e. K.)</li></ul>
Personenvereinigungen	<ul style="list-style-type: none"><li>• GbR</li><li>• Verein (nicht eingetragen)</li><li>• Partnerschaft</li><li>• OHG</li><li>• KG</li><li>• GmbH &amp; Co. KG</li><li>• EWIV</li><li>• Sonstige Personenvereinigung [Sonstige Personenvereinigung ist u. a. für Wohnungseigentümergeinschaften (WEGs) auszuwählen]</li></ul>
Juristische Personen des Privatrechts	<ul style="list-style-type: none"><li>• e. V. [eingetragener Verein]</li><li>• GmbH (einschl. UG)</li><li>• AG</li><li>• KG a. A.</li><li>• Europäische AG (SE)</li><li>• Europäische GmbH</li><li>• eG</li><li>• Europäische Genossenschaft</li><li>• VvaG [Versicherungsverein auf Gegenseitigkeit]</li><li>• Sonstige (Stiftungen etc., privatrechtlich)</li></ul>
Juristische Personen des öffentlichen Rechts	<ul style="list-style-type: none"><li>• Anstalten</li><li>• Körperschaften</li><li>• Stiftungen öffentlichen Rechts</li><li>• Sonstige (öffentlich-rechtlich)</li></ul>

Folgende weitere Daten werden benötigt:

- Name/Firma und Anschrift (auf Zusätze wie z. B. c/o ist zu verzichten)
- Registernummer (in Abhängigkeit von der Rechtsform: Handelsregister, Partnerschaftsregister, Genossenschaftsregister, Vereinsregister) sowie Ort des Registergerichts bzw. bei natürlichen Personen Ausweisnummer sowie ausstellende Behörde und Ort.

- Angaben zu einer Ansprechperson: Name, Telefonnummer und E-Mail-Adresse.

Das Mitteilungsschreiben, das Sie per E-Mail erhalten, ist aus Sicherheitsgründen mit einer digitalen Signatur versehen. Sollten Sie Zweifel an der Herkunft des Dokumentes haben, können Sie die digitale Signatur auf Echtheit prüfen (siehe Downloads „Anleitung zur Prüfung der digitalen Signatur“).

Das Mitteilungsschreiben ist sorgfältig zu verwahren, da es im Rahmen der Zulassung zum SEPA-Lastschriftverfahren dem kontoführenden Zahlungsdienstleister (z. B. Ihrer Hausbank) vorzulegen ist. Im Verlustfall können wir Ihnen eine Zweitausfertigung des Mitteilungsschreibens zur Verfügung stellen; diese ist ausschließlich schriftlich auf dem Postweg anzufordern.

Eine Löschung einer bereits vergebenen Gläubiger-Identifikationsnummer ist ebenfalls schriftlich auf dem Postweg anzufordern.

Quelle: Homepage Deutsche Bundesbank

[http://www.bundesbank.de/Redaktion/DE/Dossier/Kerngeschaeftsfelder/glaebiger i  
dentifikationsnummer.html?notFirst=true&docId=148952](http://www.bundesbank.de/Redaktion/DE/Dossier/Kerngeschaeftsfelder/glaebiger_i dentifikationsnummer.html?notFirst=true&docId=148952)

## SEPA: Die Zeit drängt

### Bundesfinanzministerium, Bundesbank, Kreditwirtschaft und Verbraucherschutz fordern zügige Umstellung im Zahlungsverkehr

„Wenn Unternehmen und Vereine bisher noch nie von SEPA gehört haben, kann es sie Anfang nächsten Jahres kalt erwischen. Denn dann drohen Liquiditätsengpässe und Kosten durch fehlerhafte Zahlungsabwicklung“, sagt Carl-Ludwig Thiele, Mitglied des Vorstandes der Deutschen Bundesbank. Ab dem 1. Februar 2014 dürfen Kreditinstitute gemäß der EU-Verordnung Nr. 260/2012 („SEPA (Single Euro Payments Area) -Verordnung“) Überweisungen und Lastschriften von Unternehmen und Vereinen nur noch als SEPA-Zahlung im SEPA-Datenformat annehmen und ausführen. Bis dahin verbleiben nur noch rund sieben Monate. Für Verbraucherinnen und Verbraucher gibt es zwar bis Februar 2016 gewisse Übergangsregelungen, die den Wechsel erleichtern. Trotzdem müssen sich alle Nutzer von Überweisungen und Lastschriften in Euro auf die SEPA-Umstellung unmittelbar einstellen. Denn von der Umstellung auf die SEPA-Verfahren werden grundsätzlich alle Überweisungen und Lastschriften in Euro erfasst – nicht nur grenzüberschreitende, sondern auch jede inländische.

„Vor allem Unternehmen und gemeinnützige Organisationen müssen sich jetzt aktiv um die SEPA-Umstellung kümmern, um zukünftig von den Vorteilen eines einheitlichen europäischen Zahlungsverkehrsraums profitieren zu können. Für den Bürger ändert sich hingegen nicht viel. Er muss sich im Wesentlichen auf die IBAN als die neue Angabe zur Kontoverbindung einstellen und diese setzt sich ganz einfach aus der bisherigen Kontonummer, der bisherigen

Bankleitzahl, plus zwei Zahlen und zwei Buchstaben zusammen“, erklärt Hartmut Koschyk, Parlamentarischer Staatssekretär beim Bundesminister der Finanzen.

Umfrageergebnisse, die auch im aktuellen SEPA-Migrationsplan des Deutschen SEPA-Rates auf [www.sepadeutschland.de](http://www.sepadeutschland.de) veröffentlicht sind, zeigen, dass der Vorbereitungsstand noch unbefriedigend ist und erheblicher Handlungsbedarf bei vielen Nutzern besteht. „Manche Kunden wollen uns einfach nicht glauben, dass es eine gesetzliche Vorgabe ist, die den Umstieg auf SEPA zum 1. Februar 2014 anordnet“, berichtet Ludger Gooßens, Mitglied des Vorstands des DSGV als diesjähriger Federführer der Deutschen Kreditwirtschaft.

Der mit der SEPA-Einführung verbundene zeitliche Aufwand – insbesondere bei großen Unternehmen und Lastschriftnutzern – wird oft unterschätzt. Je eher mit der SEPA-Umstellung begonnen wird, desto besser sind die Möglichkeiten, frühzeitig Fehlerquellen zu identifizieren und zu bereinigen. Im Laufe der nächsten Jahre werden v. a. Unternehmen von einem einheitlichen Euro-Zahlungsverkehrsraum profitieren können.

SEPA ist aber auch in manchen Bereichen schon Wirklichkeit. So werden zum Beispiel bereits Renten und Kindergeld per SEPA-Überweisung ausgezahlt. Renten- und Kindergeldanträge stellen daher auch ausschließlich auf die IBAN ab. Verbraucherinnen und Verbraucher profitieren vor allem von neuen Rechten bei Lastschriften. Sie können zukünftig einzelne Lastschrifteinzüge und Mandate besser kontrollieren. „Bisher sind die Verbraucher noch nicht viel mit SEPA in Kontakt gekommen, sie sollten aber die Veränderungen und vor allem die neuen rechtlichen Möglichkeiten kennen. Die Verbraucherzentralen sind auf jeden Fall auf Anfragen zu SEPA vorbereitet“, erläutert Frank-Christian Pauli, Finanzexperte des Verbraucherzentrale Bundesverbands e.V. (vzbv).

Die Deutsche Bundesbank, das Bundesministerium der Finanzen, die Deutsche Kreditwirtschaft und der Verbraucherzentrale Bundesverband e.V. (vzbv) haben heute gemeinsam angekündigt, dass sie ihre jeweiligen SEPA-Informationsmaßnahmen weiter verstärken werden. So soll auf den notwendigen Handlungsbedarf hingewiesen werden und die Bekanntheit von SEPA in der breiten Öffentlichkeit erhöht werden.

Weitere Informationen finden Sie unter <http://www.bundesbank.de/147936>

**Verfahren für die Beantragung einer  
Gläubiger-Identifikationsnummer  
(Creditor Identifier)  
im SEPA-Lastschriftverfahren**  
(Verfahrensbeschreibung Gläubiger-Identifikationsnummer)

## 1 Allgemeines

- 1.1 Die Deutsche Bundesbank vergibt in Abstimmung mit der deutschen Kreditwirtschaft zentral für natürliche und juristische Personen sowie für Personenvereinigungen, die ihren Hauptwohnsitz bzw. Hauptgeschäftssitz in der Bundesrepublik Deutschland haben, und für Stellen der öffentlichen Verwaltung (im Folgenden Antragsteller genannt) die für die Erteilung von Mandaten sowie für den Einzug von Lastschriften auf Basis der Verfahrensregeln des EPC<sup>1</sup> für das SEPA<sup>2</sup>-Lastschriftverfahren erforderliche Gläubiger-Identifikationsnummer. Diese kann im gesamten SEPA verwendet werden<sup>3</sup>. In Verbindung mit der Mandatsreferenznummer ermöglicht sie die Prüfung des Mandats durch den Zahlungspflichtigen und/oder die Zahlstelle.

- 1.2 Die Vergabe der Gläubiger-Identifikationsnummer erfolgt unabhängig von den rechtlichen Eigenschaften und der wirtschaftlichen Situation des Antragstellers und enthält keine diesbezüglichen Aussagen oder Bewertungen der Deutschen Bundesbank.

Mit der Zuteilung einer Gläubiger-Identifikationsnummer ist keine Zulassung zum Einzug von Lastschriften auf Basis der Verfahrensregeln des EPC für das SEPA-Lastschriftverfahren verbunden. Diese kann nur durch den kontoführenden Zahlungsdienstleister des Antragstellers erfolgen.

- 1.3 Der Antrag auf Vergabe einer Gläubiger-Identifikationsnummer kann ausschließlich über die Internet-Seite der Deutschen Bundesbank ([www.glaebiger-id.bundesbank.de](http://www.glaebiger-id.bundesbank.de)) gestellt werden (Antragstellung). Eine Antragstellung auf schriftlichem oder telekommunikativem Wege ist nicht möglich.
- 1.4 Die Antragstellung kann unmittelbar durch den Antragsteller selbst oder durch einen entsprechend Bevollmächtigten erfolgen (z. B. durch eine Mitarbeiterin/einen Mitarbeiter des Antragstellers, durch den kontoführenden Zahlungsdienstleister des Antragstellers oder durch einen Konzern für seine Tochtergesellschaften).
- 1.5 Jeder Antragsteller kann nur eine Gläubiger-Identifikationsnummer beantragen. Sofern mehrere Gläubiger-Identifikationsnummern beantragt werden, wird nur der zuerst gestellte Antrag beachtet.

## 2 Verfahren der Antragstellung

- 2.1 Auf der Internet-Seite der Deutschen Bundesbank ([www.glaebiger-id.bundesbank.de](http://www.glaebiger-id.bundesbank.de)) wird das Antragsformular zur Verfügung gestellt. Durch die Eingabe der abgefragten Daten und deren Freischaltung wird der Prozess der Antragstellung initiiert.
- 2.2 Die Übertragung der Daten in das System der Deutschen Bundesbank erfolgt unter Nutzung einer gesicherten Verbindung (https). Die weitere Kommunikation mit dem Antragsteller bzw. dem Bevollmächtigten im Rahmen der Antragstellung und die Mitteilung der Gläubiger-Identifikationsnummer erfolgt ausschließlich per E-Mail. Hierzu ist bei Antragstellung eine E-Mail-Adresse anzugeben. Sofern die angegebene E-Mail-Adresse nicht existiert oder die Zustellung von Mitteilungen an diese E-Mail-Adresse technisch nicht möglich ist, kann das Antragsverfahren nicht durchgeführt werden; die Antragsdaten werden gelöscht.

- 2.3 In einem nächsten Schritt wird der Antragsteller bzw. der Bevollmächtigte per E-Mail aufgefordert, die Antragsdaten zur weiteren Verarbeitung freizuschalten. Sofern die Freischaltung nicht innerhalb von 10 Kalendertagen nach Antragstellung erfolgt, werden die Antragsdaten gelöscht und das Antragsverfahren beendet.

- 2.4 Nach erfolgter Freischaltung der Antragsdaten wird die Gläubiger-Identifikationsnummer mit einem Mitteilungsschreiben per E-Mail an die angegebene E-Mail-Adresse versandt. Dieses Mitteilungsschreiben ist dem kontoführenden Zahlungsdienstleister des Antragstellers, mit dem dieser einen Inkassovertrag über den Einzug von Lastschriften auf Basis der Verfahrensregeln des EPC für das SEPA-Lastschriftverfahren abschließt, vorzulegen.

## 3 Änderung der Antragsdaten

- 3.1 Sofern sich Änderungen in der Person des Antragstellers ergeben, ist eine neue Gläubiger-Identifikationsnummer zu beantragen. Die bisherige Gläubiger-Identifikationsnummer ist schriftlich zur Löschung aufzugeben.
- 3.2 In Abweichung zu Nr. 3.1 ist eine neue Gläubiger-Identifikationsnummer nicht zu beantragen, wenn sich die Änderungen in einem Wechsel des Namens, der Firma oder des Gesellschafterbestands erschöpfen oder ein identitätswahrender Rechtsformwechsel vorliegt.

Dasselbe gilt, wenn sich lediglich die inländische Geschäftsadresse oder die Daten zur Ansprechperson ändern.

Der Antragsteller hat jedoch auf Verlangen der Deutschen Bundesbank oder seines kontoführenden Zahlungsdienstleisters den Nachweis zu erbringen, dass durch die Änderungen seine Identität im Übrigen gewahrt bleibt.

- 3.3 Wird ein Geschäft als Ganzes auf einen neuen Rechts-träger übertragen, ist in Abweichung zu Nr. 3.1 die Gläubiger-Identifikationsnummer des aufnehmenden Unternehmens zu verwenden. Die bisherige Gläubiger-Identifikationsnummer ist schriftlich zur Löschung aufzugeben.

## 4 Entgelte

Die Vergabe und Verwaltung der Gläubiger-Identifikationsnummer erfolgt entgeltfrei.

<sup>1</sup> European Payments Council

<sup>2</sup> Single Euro Payments Area

<sup>3</sup> d. h. in den Mitgliedstaaten der Europäischen Union sowie den übrigen EWR-Staaten (Island, Liechtenstein, Norwegen) und der Schweiz.



## Beispiel-Formulare

- für das SEPA-Lastschriftmandat und
- das Kombimandat sowie
- Beispielschreiben  
zur Umstellung auf das SEPA-Basis-Lastschriftverfahren

Grundlage: Regelwerk für die SEPA-Basis-Lastschrift

Berlin, 20. Juli 2012

*Das Dokument beschreibt die Nutzung der SEPA-Basis-Lastschrift  
und des SEPA-Lastschriftmandats mit einem deutschsprachigen  
Zahler und ein für den Zahler in Deutschland geführtes Konto.*

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## 1 SEPA-Lastschriftmandat

Das SEPA-Lastschriftmandat bestimmt sich nach dem „SEPA Core Direct Debit Scheme Rulebook“ (Regelwerk für das SEPA-Basis-Lastschriftverfahren) des European Payments Council ([www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu)). Die Gestaltung des SEPA-Lastschriftmandats ist nicht festgelegt, sondern nur der Inhalt. Der rechtlich relevante Text des SEPA-Lastschriftmandats ist im folgenden Wortlaut anzugeben:

*Ich ermächtige (Wir ermächtigen) [Name des Zahlungsempfängers], Zahlungen von meinem (unserem) Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von [Name des Zahlungsempfängers] auf mein (unser) Konto gezogenen Lastschriften einzulösen.*

*Hinweis: Ich kann (Wir können) innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem (unserem) Kreditinstitut vereinbarten Bedingungen.*

Zusätzlich müssen folgende Angaben auf dem SEPA-Lastschriftmandat enthalten sein:

- Name, Adresse und Gläubiger-Identifikationsnummer. Letztere wird von der Deutschen Bundesbank vergeben ([gläubiger-id.bundesbank.de](http://gläubiger-id.bundesbank.de)).
- Mandatsreferenz.
- Angabe, ob das Mandat für wiederkehrende Zahlungen oder eine einmalige Zahlung gegeben wird.
- Name, Adresse, Kontoverbindung und Unterschrift des Kontoinhabers sowie Datum der Unterschrift.

Die vom Zahlungsempfänger individuell vergebene Mandatsreferenz

- bezeichnet in Verbindung mit der Gläubiger-Identifikationsnummer das jeweilige Mandat eindeutig,
- ist bis zu 35 alphanumerische Stellen lang und
- kann im Mandat enthalten sein oder dem Zahler nachträglich bekannt gegeben werden.

Der BIC des Kreditinstituts des Zahlers muss im SEPA-Lastschriftmandat enthalten sein und bei allen Lastschrifteinzügen angegeben werden:

- Bis zum 1. Februar 2014 bei Zahlungen innerhalb Deutschlands.
- Bis zum 1. Februar 2016 bei grenzüberschreitenden Zahlungen innerhalb des Europäischen Wirtschaftsraums (Europäische Union, Island, Liechtenstein und Norwegen).
- Bei Zahlungen außerhalb des Europäischen Wirtschaftsraums, zum Beispiel in die Schweiz und nach Monaco.

## 1.1 SEPA-Lastschriftmandat als separates Formular

### 1.1.1 Standardfall einer wiederkehrenden Lastschrift

MUSTER GMBH, ROSENWEG 2, 00000 IRGENDWO

Gläubiger-Identifikationsnummer DE99ZZZ05678901234

Mandatsreferenz 987543CB2

#### **SEPA-Lastschriftmandat**

Ich ermächtige die Muster GmbH, Zahlungen von meinem Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein Kreditinstitut an, die von der Muster GmbH auf mein Konto gezogenen Lastschriften einzulösen.

Hinweis: Ich kann innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem Kreditinstitut vereinbarten Bedingungen.

\_\_\_\_\_  
Vorname und Name (Kontoinhaber)

\_\_\_\_\_  
Straße und Hausnummer

\_\_\_\_\_  
Postleitzahl und Ort

\_\_\_\_\_  
Kreditinstitut (Name und BIC)

DE \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_  
IBAN

\_\_\_\_\_  
Datum, Ort und Unterschrift

### 1.1.2 Einmallastschrift

Änderungen gegenüber dem Standardfall sind markiert.

MUSTER GMBH, ROSENWEG 2, 00000 IRGENDWO

Gläubiger-Identifikationsnummer DE99ZZZ05678901234

Mandatsreferenz 66443

#### **SEPA-Lastschriftmandat**

Ich ermächtige die Muster GmbH, **EINMALIG EINE ZAHLUNG** von meinem Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein Kreditinstitut an, **DIE** von der Muster GmbH auf mein Konto **GEZOGENE LASTSCHRIFT** einzulösen.

Hinweis: Ich kann innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem Kreditinstitut vereinbarten Bedingungen.

\_\_\_\_\_  
Vorname und Name (Kontoinhaber)

\_\_\_\_\_  
Straße und Hausnummer

\_\_\_\_\_  
Postleitzahl und Ort

\_\_\_\_\_  
Kreditinstitut (Name und BIC)

DE \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_  
IBAN

\_\_\_\_\_  
Datum, Ort und Unterschrift

### 1.1.3 Vom Kontoinhaber abweichender Schuldner

Änderungen gegenüber dem Standardfall sind markiert.

MUSTER GMBH, ROSENWEG 2, 00000 IRGENDWO

Gläubiger-Identifikationsnummer DE99ZZZ05678901234

Mandatsreferenz 5187555

#### **SEPA-Lastschriftmandat**

Ich ermächtige die Muster GmbH, Zahlungen meinem Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein Kreditinstitut an, die von der Muster GmbH auf mein Konto gezogenen Lastschriften einzulösen.

Hinweis: Ich kann innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem Kreditinstitut vereinbarten Bedingungen.

\_\_\_\_\_  
Vorname und Name (Kontoinhaber)

\_\_\_\_\_  
Straße und Hausnummer

\_\_\_\_\_  
Postleitzahl und Ort

\_\_\_\_\_  
Kreditinstitut (Name und BIC)

DE \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_  
IBAN

\_\_\_\_\_  
Datum, Ort und Unterschrift

**DIESES SEPA-LASTSCHRIFTMANDAT GILT FÜR DIE VER-  
EINBARUNG (ODER DES VERTRAGES/DES ABONNE-  
MENTS) MIT**

\_\_\_\_\_  
**VORNAME UND NAME**

#### 1.1.4 SEPA-Lastschriftmandat mit späterer Mitteilung der Mandatsreferenz

Änderungen gegenüber dem Standardfall sind markiert.

MUSTER GMBH, ROSENWEG 2, 00000 IRGENDWO

Gläubiger-Identifikationsnummer DE99ZZZ05678901234

Mandatsreferenz **WIRD SEPARAT MITGETEILT**

##### **SEPA-Lastschriftmandat**

Ich ermächtige die Muster GmbH, Zahlungen von meinem Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein Kreditinstitut an, die von der Muster GmbH auf mein Konto gezogenen Lastschriften einzulösen.

Hinweis: Ich kann innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem Kreditinstitut vereinbarten Bedingungen.

\_\_\_\_\_  
Vorname und Name (Kontoinhaber)

\_\_\_\_\_  
Straße und Hausnummer

\_\_\_\_\_  
Postleitzahl und Ort

\_\_\_\_\_  
Kreditinstitut (Name und BIC)

DE \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_  
IBAN

\_\_\_\_\_  
Datum, Ort und Unterschrift

## 1.2 SEPA-Lastschriftmandat als Bestandteil eines Vertrags

### 1.2.1 Abonnementvertrag

ZEITUNGSVERLAG GMBH, 00000 IRGENDWALD

Gläubiger-Identifikationsnummer DE9912808901234567

Ich möchte die Zeitung „Magna aliqua“ regelmäßig lesen. *Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed eiusmod tempor incididunt ut labore et dolore. Ut enim ad minim veniam.*

\_\_\_\_\_  
Vorname und Name (Kontoinhaber)

\_\_\_\_\_  
Straße und Hausnummer

\_\_\_\_\_  
Postleitzahl und Ort

Widerrufsrecht: *Quis nostrud exercitation ullamco laboris nisi consequat.*

\_\_\_\_\_  
Datum, Ort und Unterschrift

**SEPA-Lastschriftmandat:** Ich ermächtige die Zeitungsverlag GmbH, Zahlungen von meinem Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein Kreditinstitut an, die von der Zeitungsverlag GmbH auf mein Konto gezogenen Lastschriften einzulösen.

Hinweis: Ich kann innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem Kreditinstitut vereinbarten Bedingungen.

\_\_\_\_\_  
Kreditinstitut (Name und BIC)

DE \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_  
IBAN

\_\_\_\_\_  
Datum, Ort und Unterschrift

Die Mandatsreferenz wird separat mitgeteilt.

Formular abschicken an: Zeitungsverlag GmbH, 00000 Irgendwald.



### **1.2.2 Kombimandat als Bestandteil eines Vertrages**

Das Kombimandat ermöglicht Lastschrifteinzüge zunächst per

- Einzugsermächtigung auf der Basis des Lastschriftabkommens und zukünftig per
- SEPA-Lastschriftmandat gemäß den Bestimmungen des „SEPA Core Direct Debit Scheme Rulebook“ (Regelwerk für das SEPA-Basis-Lastschriftverfahren) des European Payments Council.

Für die Einzugsermächtigungslastschrift werden Kontonummer und Bankleitzahl der IBAN entnommen. Ansonsten müsste der Zahler diese auf dem Kombimandat zusätzlich angeben.

Über den Wechsel vom Einzugsermächtigungsverfahren auf das SEPA-Basis-Lastschriftverfahren muss der Zahler rechtzeitig unterrichtet werden (siehe hierzu auch unter Kapitel 2).

MUSTER GMBH, ROSENWEG 2, 00000 IRGENDWO

Gläubiger-Identifikationsnummer DE99ZZZ05678901234

Mandatsreferenz 543445

## VERTRAG

*Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed eiusmod tempor incididunt ut labore et dolore. Ut enim ad minim veniam.*

\_\_\_\_\_  
Vorname und Name (Kontoinhaber)

\_\_\_\_\_  
Straße und Hausnummer

\_\_\_\_\_  
Postleitzahl und Ort

\_\_\_\_\_  
Datum, Ort und Unterschrift

### Erteilung einer Einzugsermächtigung und eines SEPA-Lastschriftmandats

#### 1. Einzugsermächtigung

Ich ermächtige die Muster GmbH widerruflich, die von mir zu entrichtenden Zahlungen bei Fälligkeit durch Lastschrift von meinem Konto einzuziehen.

#### 2. SEPA-Lastschriftmandat

Ich ermächtige die Muster GmbH, Zahlungen von meinem Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein Kreditinstitut an, die von der Muster GmbH auf mein Konto gezogenen Lastschriften einzulösen.

Hinweis: Ich kann innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem Kreditinstitut vereinbarten Bedingungen.

\_\_\_\_\_  
Kreditinstitut (Name und BIC)

IBAN: D E \_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_

\_\_\_\_\_  
Datum, Ort und Unterschrift

Vor dem ersten Einzug einer SEPA-Basis-Lastschrift wird mich die Muster GmbH über den Einzug in dieser Verfahrensart unterrichten.

### 1.2.3 SEPA-Lastschriftmandat als Bestandteil eines Versicherungsantrags

VERSICHERUNG LABORIS, 12345 WALDWIESE

Gläubiger-Identifikationsnummer DE99ZZZ01234890567

Mandatsreferenz 9346

ANTRAG AUF EIUSMOD-VERSICHERUNG

Ich beantrage den Versicherungsschutz gemäß Versicherungsumfang der Eiusmod-Versicherung. *Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed tempor incididunt ut labore et dolore. Ut enim ad minim veniam.*

\_\_\_\_\_  
Vorname und Name (Kontoinhaber)

\_\_\_\_\_  
Straße und Hausnummer

\_\_\_\_\_  
Postleitzahl und Ort

Wichtige Hinweise und Erläuterungen: *Quis nostrud exercitation ullamco laboris nisi ut aliquid ex ea consequat.*

\_\_\_\_\_  
Datum, Ort und Unterschrift

**SEPA-Lastschriftmandat:** Ich ermächtige die Versicherung laboris, Zahlungen von meinem Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein Kreditinstitut an, die von der Versicherung laboris auf mein Konto gezogenen Lastschriften einzulösen. Hinweis: Ich kann innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem Kreditinstitut vereinbarten Bedingungen.

\_\_\_\_\_  
Kreditinstitut (Name und BIC)

DE \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_  
IBAN

\_\_\_\_\_  
Datum, Ort und Unterschrift

## 2 Umstellung auf das SEPA-Basis-Lastschriftverfahren

### 2.1 Voraussetzungen

Eine Einzugsermächtigung kann seit 9. Juli 2012 als SEPA-Lastschriftmandat für Lastschrifteinzüge im SEPA-Basis-Lastschriftverfahren genutzt werden. Dazu müssen die folgenden Voraussetzungen vorliegen:

- Der Zahler hat dem Zahlungsempfänger eine schriftliche Einzugsermächtigung erteilt, mit der er den Zahlungsempfänger ermächtigt, Zahlungen von seinem Konto mittels Lastschrift einzuziehen.
- Der Zahler und dessen Zahlungsdienstleister haben vereinbart, dass
  - der Zahler mit der Einzugsermächtigung zugleich seinen Zahlungsdienstleister anweist, die vom Zahlungsempfänger auf sein Konto gezogenen Lastschriften einzulösen, und
  - diese Einzugsermächtigung als SEPA-Lastschriftmandat genutzt werden kann.

Vor dem ersten Lastschrifteinzug im SEPA-Basis-Lastschriftverfahren hat der Zahlungsempfänger den Zahler

- 1) über den **Wechsel** vom Lastschrifteinzug mittels Einzugsermächtigungsverfahren auf den Lastschrifteinzug mittels SEPA-Basis-Lastschriftverfahren
- 2) unter Angabe der **Gläubiger-Identifikationsnummer** und
- 3) Unter Abgabe der **Mandatsreferenz** (zum Beispiel eine Vertragsnummer)

in Textform zu unterrichten (siehe Beispielschreiben unter Kapitel 2.2).

#### Hinweis:

Die Benachrichtigung über diesen Lastschriftverfahrenswechsel kann auch als Teil einer „Vorabankündigung“ („Pre-Notification“) über den ersten Lastschrifteinzug und ggf. auch weitere Lastschrifteinzüge im SEPA-Basis-Lastschriftverfahren erfolgen.

## 2.2 Beispielschreiben zur Umstellung vom Einzugsermächtigungsverfahren auf das SEPA-Basis-Lastschriftverfahren

DOLOREM AG, 98765 IRWO

Gläubiger-Identifikationsnummer DE9900106712348905, Mandatsreferenz 567RDF346

### **Umstellung der Lastschrifteinzüge vom Einzugsermächtigungsverfahren auf das SEPA-Basis-Lastschriftverfahren und weitere Nutzung Ihrer Einzugsermächtigung**

Sehr geehrte Dame, sehr geehrter Herr,

wir nutzen bei der mit Ihnen bestehenden Geschäftsbeziehung für Zahlungen die Lastschrift (Einzugsermächtigungsverfahren). Als Beitrag zur Schaffung des einheitlichen Euro-Zahlungsverkehrsraums (Single Euro Payments Area, SEPA) stellen wir ab dem **[DATUM]** auf das europaweit einheitliche SEPA-Basis-Lastschriftverfahren um. Die von Ihnen bereits erteilte Einzugsermächtigung wird dabei als SEPA-Lastschriftmandat weitergenutzt. Dieses Lastschriftmandat wird durch

- die oben genannte Mandatsreferenz und
- unsere oben genannte Gläubiger-Identifikationsnummer

gekennzeichnet, die von uns bei allen Lastschrifteinzügen angegeben werden. Da diese Umstellung durch uns erfolgt, brauchen Sie nichts unternehmen.

Lastschriften werden weiterhin von Ihrem folgenden Konto eingezogen:

IBAN: DE45 0123 4567 8901 2345 67

BIC: CILLDEBW (Bankhaus Cillum, Bad Wiesenwald)

Sollten diese Angaben nicht mehr aktuell sein, bitten wir Sie um Nachricht. Ihre IBAN und den BIC finden Sie z. B. auch auf Ihrem Kontoauszug. Sofern Sie Fragen zu diesem Schreiben haben, kontaktieren Sie uns gerne.

Mit freundlichen Grüßen,  
Ihre Dolorem AG, Irwo

Stand: 25. Februar 2013

## **Fragen zur Thematik "SEPA" und "SEPA-Migration" (Implementierungsfragen)**

Hinweis: Diese FAQ-Liste enthält allgemeine Fragestellungen und Fragestellungen, die von Endnutzern zum Beispiel im Rahmen des „Forum Endnutzer“ der Deutschen Kreditwirtschaft gestellt worden und von generellem Interesse sind.

### **Übersicht zum Inhalt**

#### **1 Generelle Fragen zu SEPA**

- 1.1 Was bedeutet SEPA?
- 1.2 Welche Länder umfasst SEPA?
- 1.3 Welche Zahlungsarten sind von der SEPA-Migrationsverordnung (EU-VO Nr. 260 / 2012) betroffen?
- 1.4 Sind Schecks von SEPA betroffen?
- 1.5 Woher bekomme ich IBAN und BIC für mein Konto?
- 1.6 Woher bekomme ich IBAN und BIC meines Geschäftspartners?

#### **2 EPC-Regelwerke (Rulebooks) für die SEPA-Zahlverfahren**

- 2.1 Wo finde ich die EPC-Regelwerke?
- 2.2 Sind die EPC-Regelwerke für Endnutzer (Kunden) verbindlich?
- 2.3 Ab wann werden die deutschen Kreditinstitute kürzere Vorlagefristen (z.B. 1 Tag für Erst- und Folgelastschriften im SEPA-Basis-Lastschriftverfahren) unterstützen?
- 2.4 Ab wann wird „Advanced Mandate Information“ (AMI) von der Deutschen Kreditwirtschaft unterstützt?
- 2.5 Ab wann ist geplant (analog zu Griechenland) den nationalen Zeichensatz (Umlaute) im Rahmen eines AOS für nationale SEPA-Zahlungen zu unterstützen?

### **3 Überweisungen**

- 3.1 Gibt es schon Muster für SEPA-Überweisungsvordrucke oder werden die bekannten Standard-Euro-Überweisungsformulare genutzt?
- 3.2 Was ändert sich bei den Zahlscheinen (SEPA-Zahlscheinvordrucke) für den Zahlungsempfänger (Rechnungsversender)?

### **4 Lastschriften**

- 4.1 Vorabankündigung (Englisch: Pre-Notification)
- 4.2 Ist eine SEPA-Lastschrift ohne Vorabankündigung autorisiert?
- 4.3 Muss die Vorabankündigung das Fälligkeitsdatum der Zahlung enthalten?
- 4.4 Ist die Angabe des Fälligkeitsdatums auch als periodische Zeitangabe („Der Kredit wird in 3 Raten à 100€ jeweils zum 1. Arbeitstag eines Monats beginnend ab September 2011 abgebucht.“) oder muss das konkrete Kalenderdatum („Der Kredit wird in 3 Raten à 100€ jeweils zum 01.09.2011, 04.10.2011, 01.11.2011“) aufgeführt werden?
- 4.5 Muss die Vorabankündigung neu erstellt werden, wenn sich (auf Grund von technischen Schwierigkeiten, wie das Nichteinhalten der „Cut-Off-Zeit“ durch den Zahlungsempfänger) das Fälligkeitsdatum ändert?
- 4.6 Muss die Vorabankündigung den genauen Betrag enthalten?
- 4.7 Muss die Vorabankündigung neu erstellt werden, wenn sich (z.B. auf Grund einer Teilrückgabe der Warensendung) der Betrag der Folgelastschrift ändert?
- 4.8 Wie wird eine Vorabankündigung eindeutig einer SEPA-Lastschrift zugeordnet?
- 4.9 Wie weit im Voraus darf eine Lastschrift vorangekündigt werden?
- 4.10 Kann die 14 Tage-Frist für die Versendung der Vorabankündigung durch die AGBs des Zahlungsempfängers verkürzt werden?
- 4.11 Muss sich der Zahlungsempfänger vor Einreichung der Lastschrift vergewissern, dass seine Vorabankündigung vom Zahlungspflichtigen empfangen wurde?
- 4.12 Wer ist zu benachrichtigen, wenn ein Gemeinschaftskonto mit mehreren Inhabern belastet werden soll? Falls im Mandat beispielsweise „Herr und Frau Müller“ als Kontoinhaber eingetragen wurden, sind dann auch „Herr und Frau Müller“ gesondert zu benachrichtigen?
- 4.13 Der volljährige Enkel unterschreibt einen Kreditvertrag mit einem Ratenplan und seine Oma unterschreibt das zugehörige Mandat, damit vom Konto der Oma die Raten abgebucht werden. An wen muss die Pre-Notification geschickt werden: An den Enkel oder die Oma?

## 5 Gläubiger-Identifikationsnummer („Creditor Identifier“ – CI)

- 5.1 Was ist die Gläubiger-Identifikationsnummer?
- 5.2 Wo kann ich meine Gläubiger-Identifikationsnummer beantragen?
- 5.3 Muss bei Änderung der Geschäftsbereichskennung in der Gläubiger-ID die „Änderungsflagge“ auf TRUE gesetzt werden?
- 5.4 Ist Groß- und Kleinschreibung bei der Gläubiger-ID relevant? (In der Berechnung der Prüfziffer werden nur Großbuchstaben Zahlenwerte zugeordnet).

## 6 Lastschriftmandate

- 6.1 Mustermandate (u. a. der Deutschen Kreditwirtschaft)
- 6.2 Was hat sich auf Grund der Vorgaben der „SEPA-Migrationsverordnung“ an den Mandaten geändert
- 6.3 Was ist ein Lastschriftmandat im rechtlichen Sinne?
- 6.4 Wie sind Lastschriftmandate aufzubewahren (u. a. digitale Aufbewahrung von Lastschriftmandaten)?
- 6.5 Darf ein SEPA-Lastschriftmandat vordatiert werden?
- 6.6 Ein deutscher Zahlungspflichtiger mit Wohnsitz in Spanien stellt ein SEPA-Lastschriftmandat unter Angabe seiner deutschen Kontoverbindung aus. In welcher Sprache muss ein Mandat verfasst werden?
- 6.7 Ist Englisch als Sprache für ein Mandat immer gültig?
- 6.8 Ist ein Mandat erforderlich, wenn Zahlungspflichtiger und Zahlungsempfänger identisch sind (z. B. bei einer Kontoauflösung, bei der der Saldo von einem anderen Konto eingezogen wird)?
- 6.9 Müssen im Mandat beide Felder für wiederkehrende (RCUR) und einmalige (OOFF) Lastschriften angezeigt werden.
- 6.10 Muss der Zahlungsempfänger das Original des SEPA-Firmenlastschrift-Mandats bei der Bank des Zahlungspflichtigen einreichen?
- 6.11 Muss der Zahlungspflichtige eine (separate) Einwilligung zur Speicherung seiner im Mandat enthaltenen Daten erteilen, oder ist diese bereits konkludent in der Mandatserteilung enthalten?
- 6.12 Muss sich ein SEPA-Lastschriftmandat für den Einzug von SEPA-Basis-Lastschriften immer auf einen konkreten Vertrag beziehen? Können mehrere Verträge angegeben werden?
- 6.13 Wenn unterhalb eines „so genannten“ Rahmenmandates mehrere Verträge gebündelt sind, wie können Forderungen zu diesen Verträgen eingezogen werden?



## **7 Mandatsänderung**

- 7.1 Wie wird der Zeitpunkt ermittelt, ab dem eine Mandatsänderung durch den Zahlungspflichtigen gültig ist?
- 7.2 Kann ein Mandat durch den Zahlungsempfänger geändert werden?
- 7.3 Kann eine Mandatsänderung durch einen Vertragspartner (z. B. Änderung der Gläubiger-ID) durch den anderen abgelehnt werden?
- 7.4 Bedarf eine Mandatsänderung der Schrift- bzw. Textform?

## **8 Gültigkeit eines Mandats**

- 8.1 Wie wird die 36-Monatsfrist bestimmt, nach deren Ablauf ein Mandat ungültig wird?
- 8.2 Wird die 36-Monatsfrist durch Mandatsänderungen unterbrochen?
- 8.3 Welche Mandatsversion ist für eine SEPA-Lastschrift gültig?

## **9 Mandatsmigration – Einzugsermächtigungsverfahren**

- 9.1 Wie erfolgt die „Migration“ von Einzugsermächtigungen?
- 9.2 Bisher gab es keine Notwendigkeit dafür, das Unterschriftsdatum der Einzugsermächtigungen in den Datenbanken zu speichern. Gibt es diesbezügliche Überlegungen der DK, ein einheitliches Datum zu verwenden, an dem erkennbar ist, dass es sich bei dem Mandat ursprünglich um eine Einzugsermächtigung gehandelt hat?

## **10 Mandatsmigration – Abbuchungsauftragsverfahren**

- 10.1 Wie erfolgt die „Migration“ von Abbuchungsaufträgen?

## **11 Erteilung von Lastschriftmandaten**

- 11.1 Wo ist geregelt, in welcher Weise Lastschriftmandate zu erteilen sind?
- 11.2 Welche Möglichkeiten der Mandatserteilung sind zulässig, wenn in der Inkassovereinbarung „Schriftform“ vorgesehen ist?
- 11.3 Welche technischen Verfahren zur Mandatserteilung genügen den Anforderungen des § 127 Abs. 2 BGB (telekommunikative Übermittlung unter Einhaltung der Textform)?
- 11.4 Wird bzw. ab wann wird die Deutsche Kreditwirtschaft das elektronische Mandat (sog. „e-Mandate“), das als eine zusätzlich Option im EPC-Regelwerk für das SEPA-Basis-Lastschriftverfahren beschrieben ist, unterstützen?

## **Fragen zur Thematik "SEPA" und "SEPA-Migration"**

11.5 Welche sonstigen modernen Zahlungsmöglichkeiten wird die Deutsche Kreditwirtschaft anbieten?

### **12 Kunde-Bank-Beziehung (u.a. Schnittstellen und weitere technische Fragestellungen)**

12.1 Welche Regelungen gelten in der Kunde-Bank-Beziehung?

12.2 Kann ein Zahlungsempfänger abgemahnt werden, wenn er nicht autorisierte Lastschriften einreicht?

12.3 Sind die PAIN-Nachrichten-Formate für die Beauftragung belegloser SEPA-Zahlungen durch Firmenkunden verbindlich?

12.4 Welche Formate sind ab dem Migrationszeitpunkt für Euro-Massen-Zahlungen in die EU-Länder zulässig?

12.5 Ist das CAMT-Nachrichten-Format für den elektronischen Kontoauszug für SEPA-Zahlungen verbindlich?

12.6 Wie können vermögenswirksame Leistungen (VWL) im SCT gekennzeichnet werden?

12.7 Ist das Versenden der letzten auf ein Mandat gezogenen SEPA-Lastschrift mit dem Sequence Type FNAL eine Muss- oder eine Kann-Vorschrift?

12.8 Kommt das Versenden von FNAL einer Mandatskündigung gleich?

12.9 Müssen SEPA-Lastschriften in der Reihenfolge ihrer jeweiligen Fälligkeitsdaten bei der Bank des Zahlungsempfängers eingereicht werden?

12.10 Ist eine Lastschrift mit einem falschen Sequence Type autorisiert?

## **Fragen zur Thematik "SEPA" und "SEPA-Migration"**

### **1 Generelle Fragen zu SEPA**

#### **1.1 Was bedeutet SEPA?**

*Antwort:* SEPA (Single Euro Payments Area) ist der einheitliche Euro-Zahlungsverkehrsraum für Überweisungen, Lastschriften und Kartenzahlungen. Die neuen Zahlungsverkehrsstandards stehen für Überweisungen seit Januar 2008 und für Lastschriften seit November 2009 zur Verfügung. Die heutigen nationalen Zahlverfahren für Überweisungen und Lastschriften in Euro werden auf der gesetzlichen Grundlage der EU-Verordnung Nr. 260/2012 („SEPA-Migrationsverordnung“) zum 1. Februar 2014 durch die SEPA-Zahlverfahren abgelöst.

#### **1.2 Welche Länder umfasst SEPA?**

*Antwort:* SEPA umfasst derzeit 32 Länder. Neben den 17 Euro-Staaten sind alle weiteren EU-Mitgliedstaaten beteiligt. Auch die Kreditinstitute in den drei Staaten des übrigen Europäischen Wirtschaftsraumes (EWR) Island, Liechtenstein und Norwegen sowie zusätzlich Monaco und der Schweiz nutzen die neuen europäischen Zahlverfahren.

#### **1.3 Welche Zahlungsarten sind von der SEPA-Migrationsverordnung (EU-VO Nr. 260 / 2012) betroffen?**

*Antwort:* Zahlungen mit Überweisungen und Lastschriften in Euro innerhalb der EU-/EWR-Staaten sind von der Migration ab 1. Februar 2014 betroffen.

#### **1.4 Sind Schecks von SEPA betroffen?**

*Antwort:* Nein. Scheckzahlungen sind von der Verordnung nicht betroffen.

## **Fragen zur Thematik "SEPA" und "SEPA-Migration"**

### **1.5 Woher bekomme ich IBAN und BIC für mein Konto?**

*Antwort:* Ihre IBAN und den BIC Ihrer kontoführenden Bank oder Sparkasse können Sie Ihrem Kontoauszug bzw. vielfach der entsprechenden Bankkundenkarte (ehemals ec-Karte) oder dem Internet-Banking entnehmen.

### **1.6 Woher bekomme ich IBAN und BIC meines Geschäftspartners?**

*Antwort:* Wenn Sie eine Rechnung begleichen möchten, dann können Sie IBAN und BIC der Rechnung oder dem Geschäftspapieren Ihres Geschäftspartners entnehmen. Sollten Sie die Angaben dort nicht finden, fragen Sie Ihren Geschäftspartner.

### **2 EPC-Regelwerke (Rulebooks) für die SEPA-Zahlverfahren**

#### **2.1 Wo finde ich die EPC-Regelwerke?**

*Antwort:* Die EPC-Regelwerke sind in der jeweils aktuellen Version auf der EPC-Internetseite veröffentlicht. Der Anhang (Annex III) der EPC-Regelwerke beschreibt alle Änderungen im Vergleich zur jeweiligen Vorversion:

[http://www.europeanpaymentscouncil.eu/content.cfm?page=sct\\_2012\\_rulebook](http://www.europeanpaymentscouncil.eu/content.cfm?page=sct_2012_rulebook)

[http://www.europeanpaymentscouncil.eu/content.cfm?page=sdd\\_2012\\_rulebooks](http://www.europeanpaymentscouncil.eu/content.cfm?page=sdd_2012_rulebooks)

#### Hinweis:

Die EPC-Regelwerke regeln den Zahlungsverkehr im Interbankenbereich zwischen Zahlungsdienstleistern (Banken und Sparkassen) und nicht das Kunde-Bank-Verhältnis.

#### **2.2 Sind die EPC-Regelwerke für Endnutzer (Kunden) verbindlich?**

*Antwort:* Nein. Die EPC-Regelwerke gelten nur zwischen Zahlungsdienstleistern (Banken und Sparkassen) im Interbankenbereich. Die im Kunde-Bank-Verhältnis angebotenen Zahlungsverkehrsprodukte sind bankindividuelle Angebote. Die entsprechend geltenden Rechte und Pflichten werden in den Allgemeinen Geschäftsbedingungen und jeweils geltenden Kundenbedingungen der kontoführenden Bank / Sparkasse geregelt. Für Kunden relevante Bestimmungen aus den EPC-Regelwerken werden in diesen Kundenbedingungen abgebildet.

#### **2.3 Ab wann werden die deutschen Kreditinstitute kürzere Vorlagefristen (z.B. 1 Tag für Erst- und Folgelastschriften im SEPA-Basis-Lastschriftverfahren) unterstützen?**

*Antwort:* Diese Option steht im Interbankenbereich ab November 2012 zur Verfügung.

- Die Deutsche Kreditwirtschaft nimmt den von den Nutzern geäußerten Wunsch für einen Marktbedarf einer „verkürzten Vorlagefrist“ als zusätzliches Produktangebot für Zahlungsempfänger basierend auf dem SEPA-Basis-Lastschriftverfahren auf.

## **Fragen zur Thematik "SEPA" und "SEPA-Migration"**

- Derzeit erfolgt die Prüfung der rechtlichen, geschäftspolitischen und technischen Rahmenbedingungen für die notwendigen Arbeiten zur Schaffung einer möglichen flächendeckenden Umsetzung der „Option der verkürzten Vorlagefrist“ (technisch sog. „COR1“-Lastschriften) in Deutschland, sowohl für das Kunde-Bank- als auch das Interbanken-Verhältnis.
- Eine Umsetzung mit Sicherstellung der flächendeckenden Erreichbarkeit des gesamten nationalen Marktumfeldes, d. h. aller Zahlungsdienstleister in Deutschland, könnte nach derzeitigem Diskussionsstand im 4. Quartal 2013 (11-2013) erfolgen.
- Das Angebot des Standardeinzugsverfahrens der „SEPA-Basis-Lastschrift“ (Vorlagefristen von 5 Tagen bei Erstlastschrift bzw. 2 Tagen bei Folgelastschriften) bleibt als „Basisangebot“ aller teilnehmenden Banken und Sparkassen bestehen.

### **2.4 Ab wann wird „Advanced Mandate Information“ (AMI) von der Deutschen Kreditwirtschaft unterstützt?**

*Antwort:* Ein Angebot der „AMI“ bleibt den Zahlungsdienstleistern freigestellt, da es sich hier nur um eine Option im EPC-Regelwerk für das SEPA-Basis-Lastschriftverfahren handelt. Derzeit wird kein Bedarf gesehen, diese Funktion zu unterstützen.

Hinweis: „AMI“ soll lediglich die Abfrage eines Zahlungsempfängers ermöglichen, ob das Konto des Zahlers für Lastschrifteinzüge unter einem bestimmten SEPA-Lastschriftmandat erreichbar ist. Dies stellt eine „Momentaufnahme“ dar. Hierbei wird keine Verifizierung der Mandatsangaben vorgenommen.

### **2.5 Ab wann ist geplant (analog zu Griechenland) den nationalen Zeichensatz (Umlaute) im Rahmen eines AOS für nationale SEPA-Zahlungen zu unterstützen?**

*Antwort:* Nicht vorgesehen. Der heutige Status quo bleibt bestehen.

### 3 Überweisungen

#### 3.1 Gibt es schon Muster für SEPA-Überweisungsvordrucke oder werden die bekannten Standard-Euro-Überweisungsformulare genutzt?

*Antwort:* Die von der Deutschen Kreditwirtschaft herausgegebenen „Richtlinien für einheitliche Zahlungsverkehrsvordrucke“ in der Fassung „2009“ enthalten Vorgaben für entsprechende SEPA-Überweisungs- und SEPA-Zahlschein-Vordrucke:

[www.die-deutsche-kreditwirtschaft.de/.../Richtlinie-ZV-Vordrucke-2009-ZKA-final-ZKA-Deckblatt-final\\_01.pdf](http://www.die-deutsche-kreditwirtschaft.de/.../Richtlinie-ZV-Vordrucke-2009-ZKA-final-ZKA-Deckblatt-final_01.pdf)

#### 3.2 Was ändert sich bei den Zahlscheinen (SEPA-Zahlscheinvordrucke) für den Zahlungsempfänger (Rechnungsversender)?

*Antwort:* Handlungsbedarf besteht für diejenigen Kunden, die Zahlscheine mit Rechnungen an ihre Kunden (Zahler) versenden. Basis hierfür bilden u. a. die zwischen der zuständigen kontoführende Bank/Sparkasse mit Zahlscheinversendern (Zahlungsempfänger) vereinbarten „Sonderbedingungen für die Herstellung und Ausgabe von Zahlscheinen“. Die von der Deutschen Kreditwirtschaft herausgegebenen „Richtlinien für einheitliche Zahlungsverkehrsvordrucke“ in der Fassung „2009“ enthalten die entsprechenden SEPA-Überweisungs- und SEPA-Zahlschein-Vordrucke:

[www.die-deutsche-kreditwirtschaft.de/.../Richtlinie-ZV-Vordrucke-2009-ZKA-final-ZKA-Deckblatt-final\\_01.pdf](http://www.die-deutsche-kreditwirtschaft.de/.../Richtlinie-ZV-Vordrucke-2009-ZKA-final-ZKA-Deckblatt-final_01.pdf)

### 4 Lastschriften

#### 4.1 Vorabankündigung (Englisch: Pre-Notification)

Vorabankündigungen sind bereits heute geübte Praxis im Rahmen der nationalen Lastschriftverfahren innerhalb Deutschlands (z. B. Rechnungen, Zahlungspläne etc.). Es liegt im ureigenen Interesse des Lastschrifteinreichers (Zahlungsempfänger), dass ein Lastschrifteinzug für autorisierte Lastschriften erfolgreich ist. Vor diesem Hintergrund ist dem Zahler im Vorfeld des Lastschrifteinzugs die Betragshöhe und das Fälligkeitsdatum mitzuteilen.

#### 4.2 Ist eine SEPA-Lastschrift ohne Vorabankündigung autorisiert?

*Antwort:* Eine SEPA-Lastschrift wird mit der Unterzeichnung des Mandats autorisiert. Daher gilt eine SEPA-Lastschrift ohne Vorabankündigung aus rechtlicher Sicht als autorisiert. Dennoch ist die Übermittlung einer Vorabankündigung als Verpflichtung aus der Inkassovereinbarung einzuhalten. Mögliche Folgen aus einer unterlassenen Vorabankündigung wie eine Rückgabe wegen fehlender Kontodeckung oder aufgrund eines Erstattungsverlangens für autorisierte Zahlungen müssen vom Zahlungsempfänger beachtet werden.

#### 4.3 Muss die Vorabankündigung das Fälligkeitsdatum der Zahlung enthalten?

*Antwort:* Ja.

#### 4.4 Ist die Angabe des Fälligkeitsdatums auch als periodische Zeitangabe („Der Kredit wird in 3 Raten à 100€ jeweils zum 1. Arbeitstag eines Monats beginnend ab September 2011 abgebucht.“) oder muss das konkrete Kalenderdatum („Der Kredit wird in 3 Raten à 100€ jeweils zum 01.09.2011, 04.10.2011, 01.11.2011“) aufgeführt werden?

*Antwort:* Periodische Zeitangaben können genutzt werden



## **Fragen zur Thematik "SEPA" und "SEPA-Migration"**

**4.5 Muss die Vorabankündigung neu erstellt werden, wenn sich (auf Grund von technischen Schwierigkeiten, wie das Nichteinhalten der „Cut-Off-Zeit“ durch den Zahlungsempfänger) das Fälligkeitsdatum ändert?**

*Antwort:* Grundsätzlich ja, um eine erfolgreiche Einlösung zu ermöglichen..

**4.6 Muss die Vorabankündigung den genauen Betrag enthalten?**

*Antwort:* Ja.

**4.7 Muss die Vorabankündigung neu erstellt werden, wenn sich (z.B. auf Grund einer Teilrückgabe der Warensendung) der Betrag der Folgelastschrift ändert?**

*Antwort:* Ja. Der geänderte Betrag ist dem Zahler mitzuteilen.

**4.8 Wie wird eine Vorabankündigung eindeutig einer SEPA-Lastschrift zugeordnet?**

*Antwort:* Die Vorabankündigung muss die Gläubiger-ID und die Mandatsreferenz enthalten.

**4.9 Wie weit im Voraus darf eine Lastschrift vorangekündigt werden?**

*Antwort:* Es richtet sich nach den üblichen Geschäftspraktiken. Die Vorankündigung muss jedoch spätestens 14 Tage vor dem Fälligkeitsdatum durch den Zahlungsempfänger versandt werden. Es sei denn, eine kürzere Frist wird zwischen Zahlungspflichtigem und Zahlungsempfänger vereinbart.

**4.10 Kann die 14 Tage-Frist für die Versendung der Vorabankündigung durch die AGBs des Zahlungsempfängers verkürzt werden?**

*Antwort:* Ja. sofern eine kürzere Frist zwischen Zahlungspflichtigem und Zahlungsempfänger vereinbart wurde (z. B. in den AGB).

## **Fragen zur Thematik "SEPA" und "SEPA-Migration"**

### **4.11 Muss sich der Zahlungsempfänger vor Einreichung der Lastschrift vergewissern, dass seine Vorabankündigung vom Zahlungspflichtigen empfangen wurde?**

*Antwort:* Nein, es genügt der Versand.

### **4.12 Wer ist zu benachrichtigen, wenn ein Gemeinschaftskonto mit mehreren Inhabern belastet werden soll? Falls im Mandat beispielsweise „Herr und Frau Müller“ als Kontoinhaber eingetragen wurden, sind dann auch „Herr und Frau Müller“ gesondert zu benachrichtigen?**

*Antwort:* Die Vorabankündigung geht an den/ die im Mandat genannten Kontoinhaber/ Vertragspartner.

### **4.13 Der volljährige Enkel unterschreibt einen Kreditvertrag mit einem Ratenplan und seine Oma unterschreibt das zugehörige Mandat, damit vom Konto der Oma die Raten abgebucht werden. An wen muss die Pre-Notification geschickt werden: An den Enkel oder die Oma?**

*Antwort:* Grundsätzlich ist die Vorabankündigung an den Kontoinhaber (hier die Oma) zu senden. In Ausnahmefällen (Adresse des Kontoinhabers nicht bekannt) ist ersatzweise der Vertragspartner (hier der Enkel) zu informieren, mit der Bitte, diese Information an den Kontoinhaber weiterzuleiten. Hierdurch entstehende Vertragsstörungen (z. B. Rücklastschriften) und daraus resultierende Risiken fallen auf den Lastschrifteinreicher (Zahlungsempfänger) zurück.

## **5 Gläubiger-Identifikationsnummer („Creditor Identifier“ – CI)**

### **5.1 Was ist die Gläubiger-Identifikationsnummer?**

*Antwort:* Um als Lastschrift-Einreicher (Zahlungsempfänger) die Lastschriften auf Basis der SEPA-Lastschriftverfahren nutzen zu können, benötigt der Zahlungsempfänger eine Gläubiger-Identifikationsnummer (auch „Creditor Identifier“ bzw. CI). Hierbei handelt es sich um eine eindeutige Kennung, die EU-weit gültig ist und Sie als Lastschrift-Einreicher zusätzlich identifiziert.

## **Fragen zur Thematik "SEPA" und "SEPA-Migration"**

### **5.2 Wo kann ich meine Gläubiger-Identifikationsnummer beantragen?**

*Antwort:* Sie können in Deutschland Ihre Gläubiger-Identifikationsnummer bei der Deutschen Bundesbank über das Internet ([www.glaeubiger-id.bundesbank.de](http://www.glaeubiger-id.bundesbank.de)) beantragen.

### **5.3 Muss bei Änderung der Geschäftsbereichskennung in der Gläubiger-ID die „Änderungsflagge“ auf TRUE gesetzt werden?**

*Antwort:* Ja.

### **5.4 Ist Groß- und Kleinschreibung bei der Gläubiger-ID relevant? (In der Berechnung der Prüfziffer werden nur Großbuchstaben Zahlenwerte zugeordnet).**

*Antwort:* Nein, nicht mehr. Seit dem EPC-Release zum 17. November 2012 geändert.

## **6 Lastschriftmandate**

### **6.1 Mustermandate (u. a. der Deutschen Kreditwirtschaft)**

Entsprechende Vorgaben für die Lastschriftmandate werden in den Inkassovereinbarungen (u. a. „Bedingungen für den Lastschrifteinzug“) mit der jeweiligen kontoführenden Bank / Sparkasse vereinbart.

Auf der Internetseite der Deutschen Kreditwirtschaft sind Muster für mögliche Ausgestaltungen der Lastschriftmandate für die beiden SEPA-Lastschriftverfahren verfügbar.

<http://www.die-deutsche-kreditwirtschaft.de/dk/zahlungsverkehr/sepa/inhalte-der-sepa/lastschrift.html>

Weiterhin stehen auf der Internetseite des EPC Vorgaben für Übersetzungen in weiteren Sprachen (u.a. Englisch) zur Verfügung:

## Fragen zur Thematik "SEPA" und "SEPA-Migration"

[http://www.europeanpaymentscouncil.eu/content.cfm?page=core\\_sdd\\_mandate\\_translations](http://www.europeanpaymentscouncil.eu/content.cfm?page=core_sdd_mandate_translations)

[http://www.europeanpaymentscouncil.eu/content.cfm?page=sepa\\_b2b\\_dd\\_mandate\\_translations](http://www.europeanpaymentscouncil.eu/content.cfm?page=sepa_b2b_dd_mandate_translations)

### 6.2 Was hat sich auf Grund der Vorgaben der „SEPA-Migrationsverordnung“ an den Mandaten geändert

Auf Grund der Vorgaben der „SEPA-Migrationsverordnung“ soll die Verwendung des BIC nach und nach entfallen. Der BIC des Kreditinstituts des Zahlers muss im Lastschriftmandat enthalten sein und bei allen Lastschrifteinzügen angegeben werden:

- bis zum 1. Februar 2014 bei Zahlungen innerhalb Deutschlands.
- bis zum 1. Februar 2016 bei grenzüberschreitenden Zahlungen innerhalb des Europäischen Wirtschaftsraums (Europäische Union, Island, Liechtenstein und Norwegen).
- bei Zahlungen außerhalb des Europäischen Wirtschaftsraums, zum Beispiel in die Schweiz und nach Monaco.

### 6.3 Was ist ein Lastschriftmandat im rechtlichen Sinne?

*Antwort:* Im Verhältnis zum Zahlungsempfänger ist das Mandat die Weisung, Beträge von dem angegebenen Konto mittels SEPA-Lastschrift einzuziehen.

Im Verhältnis zur Bank des Zahlungspflichtigen ist das Mandat die Anweisung, die Lastschriften des Zahlungsempfängers einzulösen.

*Mustertexte zur Autorisierung für ein SEPA-Lastschriftmandat für wiederkehrende Zahlungen:*

„Ich ermächtige die Muster GmbH, Zahlungen von meinem Konto per Lastschrift einzuziehen. Zugleich weise ich mein Kreditinstitut an, die von der Muster GmbH auf mein Konto gezogenen Lastschriften einzulösen. Hinweis: Ich kann innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung der per Lastschrift eingezogenen Zahlung verlangen. Es gelten dabei die mit meinem Kreditinstitut vereinbarten Bedingungen.“

## Fragen zur Thematik "SEPA" und "SEPA-Migration"

### **6.4 Wie sind Lastschriftmandate aufzubewahren (u. a. digitale Aufbewahrung von Lastschriftmandaten)?**

*Antwort:* Die Aufbewahrung von Mandaten richtet sich nach den nationalen gesetzlichen Bestimmungen, auf die die Inkassovereinbarungen verweisen. In Deutschland kann zum Beispiel eine Aufbewahrung in der gesetzlich vorgegebenen Form erfolgen (Verweis auf „Schriftform“ § 126 BGB bzw. „Textform“ § 126d BGB), d. h. nicht zwingend im Original (vgl. hierzu auch die aktuellen „Bedingungen für den Lastschrifteinzug“ Nr. 4.4.3).

### **6.5 Darf ein SEPA-Lastschriftmandat vordatiert werden?**

*Antwort:* Nein.

### **6.6 Ein deutscher Zahlungspflichtiger mit Wohnsitz in Spanien stellt ein SEPA-Lastschriftmandat unter Angabe seiner deutschen Kontoverbindung aus. In welcher Sprache muss ein Mandat verfasst werden?**

*Antwort:* In einer Sprache des EWR, die der Zahlungspflichtige beherrscht bzw. als Vertragssprache dient. In allen anderen Fällen ist die englische Sprache zu verwenden.

### **6.7 Ist Englisch als Sprache für ein Mandat immer gültig?**

*Antwort:* Ja, dennoch sollte immer die Sprache verwendet werden, die der Zahlungspflichtige spricht bzw. die als Vertragssprache dient.

### **6.8 Ist ein Mandat erforderlich, wenn Zahlungspflichtiger und Zahlungsempfänger identisch sind (z. B. bei einer Kontoauflösung, bei der der Saldo von einem anderen Konto eingezogen wird)?**

*Antwort:* Ja, wenn das Belastungskonto bei einem anderen Zahlungsdienstleister geführt wird.

## Fragen zur Thematik "SEPA" und "SEPA-Migration"

### **6.9 Müssen im Mandat beide Felder für wiederkehrende (RCUR) und einmalige (OOFF) Lastschriften angezeigt werden.**

*Antwort:* Nein, wenn keine Wahlmöglichkeit besteht. Dann muss im Mandatstext klargestellt werden, ob dieses für einmalige oder wiederkehrende Lastschriften gilt.

### **6.10 Muss der Zahlungsempfänger das Original des SEPA-Firmenlastschrift-Mandats bei der Bank des Zahlungspflichtigen einreichen?**

*Antwort:* Das Original des SEPA-Firmenlastschrift-Mandats ist vom Zahlungspflichtigen dem Zahlungsempfänger zu übermitteln und muss von diesem auch (in der gesetzlich vorgegebenen Form) verwahrt werden. Der Zahlungspflichtige selbst übermittelt im Zusammenhang mit der Bestätigung der Mandatserteilung vor dem ersten Lastschrifteinzug gegenüber seiner Bank (Zahlstelle) auch die für die spätere Einlösung notwendigen Mandatsdaten in der vereinbarten Form (z. B. durch eine Kopie / „Zweitausfertigung“ des Mandats).

### **6.11 Muss der Zahlungspflichtige eine (separate) Einwilligung zur Speicherung seiner im Mandat enthaltenen Daten erteilen, oder ist diese bereits konkludent in der Mandatserteilung enthalten?**

*Antwort:* Wir gehen davon aus, dass diese Daten zur Durchführung des Vertrages erforderlich sind und deshalb nach § 28 Abs. 1 Nr. 1 BDSG gespeichert und verarbeitet werden dürfen.

### **6.12 Muss sich ein SEPA-Lastschriftmandat für den Einzug von SEPA-Basis-Lastschriften immer auf einen konkreten Vertrag beziehen? Können mehrere Verträge angegeben werden?**

*Antwort:* Ein Mandat kann für einen oder mehrere Verträge erteilt werden, sofern das Belastungskonto identisch ist.

### **6.13 Wenn unterhalb eines „so genannten“ Rahmenmandates mehrere Verträge gebündelt sind, wie können Forderungen zu diesen Verträgen eingezogen werden?**

*Antwort:* Die Forderungen zu diesen Verträgen können gebündelt (als Summe) abgerufen werden (Beispiel A), oder es kann auch aus jedem Vertrag einzeln abgerufen werden (Beispiel B)

Beispiel A: Mandat-Referenznummer 987654321, Vertrag 1, Vertrag 2, Abbuchungsbetrag= Summe aus Vertrag 1 und Vertrag 2

Beispiel B: Mandat-Referenznummer 987654321, Vertrag 1, Betrag aus Vertrag 1, Mandat-Referenznummer 987654321, Vertrag 2, Betrag aus Vertrag 2

## **7 Mandatsänderung**

### **7.1 Wie wird der Zeitpunkt ermittelt, ab dem eine Mandatsänderung durch den Zahlungspflichtigen gültig ist?**

*Antwort:* Zum zwischen Zahler und Zahlungsempfänger vereinbarten Termin. Wenn der Zeitpunkt nicht explizit angegeben ist, kann die Änderung erst mit Empfang durch den Zahlungsempfänger beachtet werden.

### **7.2 Kann ein Mandat durch den Zahlungsempfänger geändert werden?**

*Antwort:* Ja (z. B. die Mandatsreferenz).

### **7.3 Kann eine Mandatsänderung durch einen Vertragspartner (z. B. Änderung der Gläubiger-ID) durch den anderen abgelehnt werden?**

*Antwort:* Nein, da es sich um begründbare und damit notwendige Änderungen handelt, um Zahlungen korrekt ausführen zu können.

## **Fragen zur Thematik "SEPA" und "SEPA-Migration"**

### **7.4 Bedarf eine Mandatsänderung der Schrift- bzw. Textform?**

*Antwort:* Ja, da ansonsten der Zahlungsempfänger den Nachweis für ein gültiges Mandat nur schwer erbringen kann.

## **8 Gültigkeit eines Mandats**

### **8.1 Wie wird die 36-Monatsfrist bestimmt, nach deren Ablauf ein Mandat ungültig wird?**

*Antwort:* Die 36-Monatsfrist beginnt erstmalig mit dem Fälligkeitsdatum der Erstlastschrift und beginnt dann erneut mit dem Fälligkeitsdatum jeder Folgelastschrift. Das Datum der Mandatserteilung (Tag der Unterzeichnung durch den Zahlungspflichtigen) spielt somit bei der 36-Monatsfrist keine Rolle.

### **8.2 Wird die 36-Monatsfrist durch Mandatsänderungen unterbrochen?**

*Antwort:* Nein.

### **8.3 Welche Mandatsversion ist für eine SEPA-Lastschrift gültig?**

*Antwort:* Die Version, die zum Fälligkeitsdatum gültig ist.

## **9 Mandatsmigration – Einzugsermächtigungsverfahren**

Aussagen zur Weiterentwicklung des Einzugsermächtigungsverfahrens finden Sie auf der Internetseite der Deutschen Kreditwirtschaft:

<http://www.die-deutsche-kreditwirtschaft.de/die-deutsche-kreditwirtschaft/zahlungsverkehr/konventioneller-zahlungsverkehr/einzugsermaechtigungslastschrift.html>



## Fragen zur Thematik "SEPA" und "SEPA-Migration"

### 9.1 Wie erfolgt die „Migration“ von Einzugsermächtigungen?

*Antwort:* Aufgrund der Anpassung der Allgemeinen Geschäftsbedingungen der Banken und Sparkassen ist die Nutzung existierender Einzugsermächtigungen als SEPA-Lastschriftmandate im SEPA-Basis-Lastschriftverfahren seit dem 9. Juli 2012 möglich.

Hinweis: Regelung aus dem zum 9. Juli 2012 gültigen Mustertext der Inkassobedingungen „Einzugsermächtigung als SEPA-Lastschriftmandat“

Der Kunde kann eine Einzugsermächtigung als SEPA-Lastschriftmandat nutzen. Dazu müssen die folgenden Voraussetzungen vorliegen:

- Der Zahler hat dem Kunden als Zahlungsempfänger eine schriftliche Einzugsermächtigung erteilt, mit der er den Zahlungsempfänger ermächtigt, Zahlungen von seinem Konto mittels Lastschrift einzuziehen.
- Der Zahler und dessen Zahlungsdienstleister haben vereinbart, dass
  - der Zahler mit der Einzugsermächtigung zugleich seinen Zahlungsdienstleister anweist, die vom Zahlungsempfänger auf sein Konto gezogenen Lastschriften einzulösen, und
  - diese Einzugsermächtigung als SEPA-Lastschriftmandat genutzt werden kann.

Vor dem ersten Lastschrifteinzug im SEPA-Basis-Lastschriftverfahren hat der Kunde den Zahler über den Wechsel vom Einzug per Einzugsermächtigungslastschrift auf den Einzug per SEPA-Basis-Lastschriftverfahren unter Angabe von Gläubiger-Identifikationsnummer und Mandatsreferenz in Textform zu unterrichten.

Auf Nachfrage der Bank / Sparkassen hat der Kunde die Unterrichtung des Zahlers in geeigneter Weise nachzuweisen.

## Fragen zur Thematik "SEPA" und "SEPA-Migration"

**9.2 Bisher gab es keine Notwendigkeit dafür, das Unterschriftsdatum der Einzugsermächtigungen in den Datenbanken zu speichern. Gibt es diesbezügliche Überlegungen der DK, ein einheitliches Datum zu verwenden, an dem erkennbar ist, dass es sich bei dem Mandat ursprünglich um eine Einzugsermächtigung gehandelt hat?**

*Antwort:* Die erste SEPA-Basis-Lastschrift, die nach dem Wechsel von der Einzugsermächtigungslastschrift erfolgt, wird als Erstlastschrift gekennzeichnet. Im Datensatz der eingereichten Lastschriften ist als Datum der Unterschrift des Zahlers das Datum der Unterrichtung des Zahlers über den Verfahrenswechsel anzugeben. Dieses muss zwischen dem 9. Juli 2012 und mindestens fünf Geschäftstage vor der Fälligkeit der ersten SEPA-Basis-Lastschrift liegen (siehe hierzu auch die Frage „Wie erfolgt die „Migration“ von Einzugsermächtigungen?“).

## 10 Mandatsmigration – Abbuchungsauftragsverfahren

### 10.1 Wie erfolgt die „Migration“ von Abbuchungsaufträgen?

*Antwort:* Eine Migration von Abbuchungsaufträgen auf SEPA-Lastschriftmandate ist nicht möglich. Deshalb müssen sich Zahlungsempfänger und Zahler entweder auf die Nutzung des SEPA-Basis- oder des SEPA-Firmen-Lastschriftverfahrens verständigen. Dabei ist ein entsprechendes Lastschriftmandat vom Zahler einzuholen.

*Achtung:* Nur Zahler, die nicht Verbraucher sind, dürfen das SEPA-Firmen-Lastschriftverfahren nutzen.

Das Abbuchungsauftragsverfahren wird zum 1. Februar 2014 aufgrund der gesetzlichen Vorgaben eingestellt.

- ⇒ Banken und Sparkassen unterstützen die Kunden (Zahlungsempfänger bzw. Zahler) mittels Beratung und Information hinsichtlich einer notwendigen Entscheidung zur Wahl eines zukünftigen Lastschriftverfahrens.
- ⇒ Nutzer müssen vor Februar 2014 eine Einigung über eine neue Zahlungsart herbeigeführt haben.

### 11 Erteilung von Lastschriftmandaten

#### 11.1 Wo ist geregelt, in welcher Weise Lastschriftmandate zu erteilen sind?

*Antwort:* Die Art und Weise der Erteilung von Lastschriftmandaten richtet sich nach den vertraglichen Vereinbarungen, insbesondere nach der Inkassovereinbarung zwischen dem Zahlungsempfänger und seinem Zahlungsdienstleister.

#### 11.2 Welche Möglichkeiten der Mandatserteilung sind zulässig, wenn in der Inkassovereinbarung „Schriftform“ vorgesehen ist?

*Antwort:* Die Anforderungen, die an die vereinbarte (= gewillkürte) Schriftform zu stellen sind, bestimmen sich nach § 127 BGB. Demnach sind – soweit nicht zwischen den Vertragspartnern etwas anderes vereinbart wurde – mehrere Möglichkeiten zulässig.

Rechts- und beweissicher sind:

- ein durch den Zahler eigenhändig unterschriebenes Mandatsformular (§§ 127 Abs. 1, 126 Abs. 1 BGB),
- eine mit qualifizierter elektronischer Signatur versehene Erklärung des Zahlers (elektronische Form; §§ 127 Abs. 1, 126 Abs. 3, 126 a BGB),

Mit rechtlichen Risiken behaftet, ist dagegen die telekommunikative Übermittlung unter Einhaltung der Textform (§§ 127 Abs. 2, 126 b BGB). Hierbei ist zu bedenken, dass den Zahlungsempfänger die Darlegungs- und Beweislast für das Vorliegen eines vom Zahler autorisierten Mandats trifft.

In jedem Fall muss sichergestellt sein, dass der Aussteller das Mandat nachweisbar erteilt hat, das Mandat vom Zahlungsempfänger aufbewahrt wird und im Streitfall von diesem vorgelegt werden kann (Art. 5 Abs. 3 a ii der VO [EU] Nr. 260/2012 - „SEPA-Migrationsverordnung“).

#### 11.3 Welche technischen Verfahren zur Mandatserteilung genügen den Anforderungen des § 127 Abs. 2 BGB (telekommunikative Übermittlung unter Einhaltung der Textform)?

## **Fragen zur Thematik "SEPA" und "SEPA-Migration"**

*Antwort:* Der Lastschriftrechner hat stets sicherzustellen, dass sein Mandat erstens den vertraglichen Formanforderungen entspricht und zweitens zur Beweisführung im Streitfall geeignet ist (s. o.). Hierzu können bestimmte Verfahren zwischen dem Zahlungsempfänger und dessen Zahlungsdienstleister vereinbart werden.

### **11.4 Wird bzw. ab wann wird die Deutsche Kreditwirtschaft das elektronische Mandat (sog. „e-Mandate“), das als eine zusätzlich Option im EPC-Regelwerk für das SEPA-Basis-Lastschriftverfahren beschrieben ist, unterstützen?**

*Antwort:* Bei dem im EPC-Regelwerk für das SEPA-Basis-Lastschriftverfahren vorgesehenen „e-Mandate“ als zusätzlich Option handelt es sich um ein über das Online-Banking authentifiziertes elektronisches Lastschriftmandat. Für dessen Realisierung steht jedoch derzeit in Europa keine Infrastruktur zur Verfügung, weshalb eine kurzfristige Umsetzung dieser Variante noch nicht möglich ist.

### **11.5 Welche sonstigen modernen Zahlungsmöglichkeiten wird die Deutsche Kreditwirtschaft anbieten?**

*Antwort:* Die Deutsche Kreditwirtschaft arbeitet permanent an praktikablen und rechtssicheren Möglichkeiten für die Nutzung von Zahlverfahren im modernen Geschäftsverkehr.

## **12 Kunde-Bank-Beziehung (u.a. Schnittstellen und weitere technische Fragestellungen)**

### **12.1 Welche Regelungen gelten in der Kunde-Bank-Beziehung?**

*Antwort:* Die im Kunde-Bank-Verhältnis angebotenen Zahlungsverkehrsprodukte und technischen Vorgaben (zum Beispiel im Bereich DFÜ-Verfahren) sind bankindividuelle Angebote. Die entsprechend geltenden Rechte und Pflichten regeln die entsprechenden Allgemeinen Geschäftsbedingungen und relevanten Kundenbedingungen für Zahlungsdienste der jeweiligen kontoführenden Bank / Sparkasse.

## **Fragen zur Thematik "SEPA" und "SEPA-Migration"**

### **12.2 Kann ein Zahlungsempfänger abgemahnt werden, wenn er nicht autorisierte Lastschriften einreicht?**

*Antwort:* Ein Zahlungsempfänger muss die Verpflichtungen aus der Inkassovereinbarung mit seinem Kreditinstitut erfüllen. Pflichtverletzungen können zur Auflösung des Vertragsverhältnisses führen, wenn der Zahlungsempfänger diese bewusst begeht.

### **12.3 Sind die PAIN-Nachrichten-Formate für die Beauftragung belegloser SEPA-Zahlungen durch Firmenkunden verbindlich?**

*Antwort:* Ja, auf der Grundlage der Vorgaben der EU-Verordnung Nr. 260 / 2012 findet das SEPA-Datenformat (auf der Basis von ISO 20022) in der Kunde-Bank-Beziehung für Kunden, die „Nicht-Verbraucher“ (Firmenkunden) sind, Anwendung.

### **12.4 Welche Formate sind ab dem Migrationszeitpunkt für Euro-Massen-Zahlungen in die EU-Länder zulässig?**

*Antwort:* Auf der Grundlage der Vorgaben der EU-Verordnung Nr. 260 / 2012 findet das SEPA-Datenformat (auf der Basis von ISO 20022 XML) Anwendung für Euro-Zahlungen in andere EU-/EWR-Staaten (siehe Fragestellung 1.2).

### **12.5 Ist das CAMT-Nachrichten-Format für den elektronischen Kontoauszug für SEPA-Zahlungen verbindlich?**

*Antwort:* Nein. Die EU-Verordnung Nr. 260/2012 regelt nicht den technischen Bereich der Kontoführung, sondern Anforderungen an Überweisungen und Lastschriften in Euro. Für Fragen wenden Sie sich daher bitte an Ihre kontoführende Bank / Sparkasse.

Soweit aus den Kontoumsätzen Zahlungstransaktionen in gebündelter Form übermittelt und in einer Summe im Kontoauszug ausgewiesen werden (DTI-Service), erhält der Kunde zukünftig Kontoinformationen in den technischen Formaten eines camt.54 (Anforderung EU-Verordnung 260/2012 Artikel 5 Absatz 1 d).

Folgende Kontoinformationen in den technischen Formaten existieren:

- camt.52 (MT 942)                      nicht von der Verordnung betroffen

## **Fragen zur Thematik "SEPA" und "SEPA-Migration"**

- camt.53 (MT 940) nicht von der Verordnung betroffen
- camt.54 (DTI) von der Verordnung betroffen

### **12.6 Wie können vermögenswirksame Leistungen (VWL) im SCT gekennzeichnet werden?**

*Antwort:* Belegung gemäß DFÜ-Abkommen, Anlage 3 (Kap. 2.2.1.10 Remittance Information, Fußnote 43).

### **12.7 Ist das Versenden der letzten auf ein Mandat gezogenen SEPA-Lastschrift mit dem Sequence Type FNAL eine Muss- oder eine Kann-Vorschrift?**

*Antwort:* Es ist eine Muss-Vorschrift, sofern zum Zeitpunkt des letzten Einzugs bekannt ist, dass kein weiterer Einzug erfolgen wird oder darf.

### **12.8 Kommt das Versenden von FNAL einer Mandatskündigung gleich?**

*Antwort:* Ja, durch das Kennzeichen verzichtet der Zahlungsempfänger auf den Einzug weiterer Lastschriften.

### **12.9 Müssen SEPA-Lastschriften in der Reihenfolge ihrer jeweiligen Fälligkeitsdaten bei der Bank des Zahlungsempfängers eingereicht werden?**

*Antwort:* Nein. Es ist aber durch den Zahlungsempfänger sicherzustellen, dass das Fälligkeitsdatum einer Erstlastschrift immer vor den Fälligkeitsdaten der Folgelastschriften liegt.

### **12.10 Ist eine Lastschrift mit einem falschen Sequence Type autorisiert?**

*Antwort:* Grundsätzlich muss der angegebene Sequence Type und die Frequenz unter einem gegebenen SEPA-Lastschriftmandat in der richtigen Reihenfolge der Lastschrifteinzüge (FRST/RCUR/FNAL oder OOFF) angegeben werden. Fehlangaben können beispielsweise zur Nichteinlösung oder Verhinderung von Folgeinzügen führen.

# About SEPA

## SEPA Legal and Regulatory Framework

The history of the Single Euro Payments Area (SEPA) project reaches back to 1990 with the publication of the European Commission report: 'Making Payments in the Internal Market', which outlined a community vision of a single payments area. This document stated that "the full benefits of the single market will only be achieved if it is possible for business and individuals to transfer money as rapidly, reliably and cheaply from one part of the community to another as is now the case within most member states". To achieve this goal, the European Union (EU) lawmaker adopted several legislative acts designed to drive forward the integration of the euro payments market.

### **Regulation (EU) No 260/2012 defines mandatory deadlines for migration to SEPA**

In February 2012, the European legislator adopted the 'Regulation (EU) No 260/2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009' (the SEPA Regulation), which defines 1 February 2014 as the deadline in the euro area for compliance with the core provisions of this Regulation. In non euro countries, the deadline will be 31 October 2016. Effectively, this means that as of these dates, existing national euro credit transfer and direct debit schemes will be replaced by SEPA Credit Transfer (SCT) and SEPA Direct Debit (SDD).

The SCT and SDD Schemes have to comply with the technical requirements detailed in Article 5 and in the Annex to the SEPA Regulation. The SEPA Regulation empowers the European Commission to amend the technical requirements set out in the Annex to the Regulation through delegated acts.

For more information, refer also to these dedicated pages on the EPC Website:

- [SCT/SDD Rulebook Release Management and Scheme Development](#).
- [IBAN and BIC](#).
- [ISO 20022 Message Standards \(SEPA Data Formats\)](#).
- [The SDD Mandate](#).
- [The Creditor-Driven-Mandate Flow \(CMF\)](#).

The text of the SEPA Regulation and other sources related to this legislative act are included in the information box on this page (see links below). For more information, visit also this dedicated page on the EPC Website: [The EPC Migration Tool Kit: Get Ready for SEPA by 1.2.2014. Act Now!](#).

### **Transitional arrangements in EU Member States permissible under Regulation 260/2012 (the SEPA Regulation)**

The 'Regulation (EU) No 260/2012 establishing technical and business requirements for credit transfers and direct debits in euro' (the SEPA Regulation) mandates that credit transfers and direct debits in the euro area shall be carried out in accordance

with the core provisions of this Regulation by 1 February 2014. At the same time, the SEPA Regulation has introduced several possible exemptions regarding the use of the **International Bank Account Number (IBAN)**, the **Business Identifier Code (BIC)** and the **ISO 20022 XML message standards** by the February 2014 deadline. EU Member States have discretion as to whether they will use any or all of the options to derogate from the 1 February 2014 deadline with regard to the use of the IBAN, the BIC and the ISO 20022 XML message standards. EU Member States were required to notify the European Commission by 1 February 2013 which derogations they will use.

Information on transitional arrangements in EU Member States permissible under the SEPA Regulation is published by the European Commission and the European Central Bank (see links below).

### **Directive 2007/64/EC on payment services in the internal market (Payment Services Directive)**

The European Commission recognised that integration of the euro payments market would only be possible within a common legal environment that would remove the local anomalies and differences. The first version of a 'New Legal Framework for Payments', designed to harmonise the fragmented national legal provisions, was issued in 2001. This working document ultimately resulted in the Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market (see link below). This Directive is generally referred to as the Payment Services Directive (PSD). The PSD was implemented by most EU Member States by 1 November 2009. The PSD aims at establishing a modern and comprehensive set of rules applicable to all electronic payment services - not just SEPA services - in the EU. The PSD is not a 'SEPA Directive', but rather, the very broad and ambitious scope of the PSD makes it the most significant and comprehensive piece of EU financial services legislation in relation to the payments market ever seen. The PSD is of particular relevance with respect to the roll-out of SEPA Direct Debit services due to the fact that the PSD introduces common rules for the authorisation and the revocation of direct debits.

Article 87 of the PSD requires the European Commission to present a report on the implementation and impact of the Directive, together with proposals for its revision, in November 2012. On 24 July 2013 the European Commission published a 'payments legislative package' which includes the European Commission proposal for a revised PSD (PSD2) (see link to 'payments legislative package' below).

### **Regulation (EC) No 924/2009 on cross-border payments in the Community**

Regulation (EC) No 924/2009 of the European Parliament and of the Council of 16 September 2009 on cross-border payments in the community (see links below) and repealing Regulation (EC) No 2560/2001, introduced additional provisions which - in the eyes of the regulator - further promote EU financial integration in general and SEPA implementation in particular. It has significant impact due to the introduction of the following provisions:

- The price parity requirements are extended to direct debits.



- The setting of clear rules for transaction-based multilateral interchange fees until November 2012.
- Since November 2010, banks in the euro area offering direct debits in euro to debtors are mandated to be reachable for cross-border direct debit collections.

Regulation (EC) No 924/2009 became applicable across all EU Member States on 1 November 2009. The provisions regarding interchange fees set out in Regulation (EC) No 924/2009 were amended in accordance with the 'Regulation (EU) No 260/2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009'.

### **Regulation (EC) No 2560/2001 on cross-border payments in euro**

The European legislator laid the foundations of the SEPA policy through Regulation (EC) No 2560/2001 of the European Parliament and of the Council of 19 December 2001 on cross-border payments in euro. The Regulation states that banks are not permitted to impose different charges for domestic and cross-border payments or automated teller machine (ATM) withdrawals within the EU. This Regulation has also generally been understood as a turning point in the financial integration policy of the European legislator beyond its formal stipulations, as the Regulation was clearly intended to shock the banking sector into stepping up its efforts to achieve SEPA. Regulation (EC) No 2560/2001 was superseded by Regulation (EC) No 924/2009 (see above).

*Quelle: Homepage European Payment Council*

*[http://www.europeanpaymentscouncil.eu/content.cfm?page=sepa\\_legal\\_and\\_regulatory\\_framework](http://www.europeanpaymentscouncil.eu/content.cfm?page=sepa_legal_and_regulatory_framework)*

## Press Release

### **The European Payments Council (EPC) launches the first SEPA payment scheme for credit transfer together with more than 4,000 European banks and their service providers.**

Today a historical first step has been taken to start the SEPA (Single Euro Payments Area) by launching the SEPA Credit Transfer (SCT) for euro payments from more than 4,000 banks in 31 countries<sup>1</sup>. SCT is the first SEPA core deliverable to be followed by SEPA Direct Debit (2009), and a step by step roll out to realise SEPA for cards. Starting today SEPA will gradually replace existing electronic euro payment instruments in the SEPA area impacting every citizen, corporate, small and medium sized enterprise, merchant and public administration. After the migration all consumers will be able to pay and receive euro payments to and from any corporate, SME and public administration with the same three euro payment instruments.

With the launch of SEPA Credit Transfer today EU banks are the first in the world to deploy a new file format based on global standards (ISO 20022 XML) for mass euro payment transactions. This innovation is likely to have an impact far beyond Europe as American and Asian corporates and banks have already started to realise the global impact of 31 countries moving jointly towards SEPA. It is a real contribution to make the European payments industry the most innovative in the world.

The achievements as promised in the EPC Declaration of 17<sup>th</sup> March 2005, of the EPC, the banks and their service providers are:

- The delivery of a SEPA Credit Transfer Rulebook with legally binding business rules and global standards (ISO 20022 XML) that will be used by more than four thousand banks throughout 31 countries as of 28 January 2008;
- The delivery of a SEPA Direct Debit Rulebook that will be used by banks for their SEPA Direct Debit services with a launch date at the latest from November 2009;
- The agreement on a single methodology for account identification based on global ISO standards “International Bank Account Number (IBAN)” and “Bank Identifier Code (BIC)”;

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<sup>1</sup> The SEPA area comprises the 27 EU countries plus Switzerland, Norway, Iceland and Liechtenstein.

- The creation of a Customer Stakeholders Forum to actively involve users in the development of the two SEPA schemes;
- The creation of a Scheme Management Committee with independents (inclusive the chair) to ensure adherence to scheme rules of the two SEPA schemes;
- The delivery of a SEPA Cards Framework for euro payments with a general purpose card with principles for banks, for card schemes and for other stakeholders;
- The delivery of Pan-European clearing infrastructures for SEPA Credit Transfers;

For banks, SEPA represents a major project that is more complex and requires more investment in the processing, technology, marketing and sales functions than the euro changeover. Banks have to carry the burden of dual systems for euro payments during the migration period. At the same time the success and benefits of SEPA will only be realised when a critical mass of euro payments have migrated from the old to the new SEPA instruments. The European banks have decided to take a leading role in this migration by self regulation. However SEPA will only be realised with the commitment of corporates, SMEs and public authorities to remove remaining obstacles.

The role of customers to realise SEPA is recognised by the EPC. Therefore the EPC has intensified the dialogue with customers in our Customer Stakeholder Forum. A main focus currently is to agree on common standards for end-to-end straight through processing for corporates and public administrations allowing for automated reconciliation of euro payments. Unfortunately, most corporates and public administrations in Europe are still not sufficiently aware of the opportunities that SEPA will present and therefore there is a need for a major information campaign at least on par with what was done for the euro changeover. As agreed with the public sector and with the banks this will be undertaken at national level, as was done for the Euro introduction. The EPC supports the banks with communication documents like “Making SEPA a Reality”.

The role of public administration to realise SEPA is also recognised by the EPC. The buy-in of public administrations is of vital importance as they are in a position to substantially influence payment habits and could contribute with mass volumes. The EPC regrets that public administrations are still not taking part in the Customer Stakeholder Forum.

The banking industry has shouldered the investments needed to realise SEPA and it can be expected that the political initiators of the SEPA process will provide the necessary resources as well for public administrations to realise SEPA. This is in line with the e-Government objectives and with the Lisbon agenda which expected that the European banking industry realises the SEPA vision.

Banks have undertaken massive investments to make SEPA happen and customers will enjoy long-term benefits. It is therefore in the interest of government bodies and public administrations to endorse the project.

Therefore, to make SEPA a success the EPC expects the following from our public authorities:

1. Ensuring that in the National SEPA Steering Committees, the objectives of the SEPA project are clearly understood by our customers so that they are prepared and committed to implement the standards of the new SEPA payment instruments;
2. Ensuring that the Payment Services Directive will be implemented at the latest by November 2009 in a consistent manner in any of the EU 27 member states;
3. Ensuring that the remaining legal barriers in some of the member states (like Balance of Payments reporting) are removed;
4. Ensuring that the public authorities including competition authorities support a proven and efficient, well-balanced business model for cards and for Direct Debits as certainty for interchanges is of importance to all stakeholders.
5. Ensuring that public administrations in the 15 Euro area countries really start with their SEPA migration programmes (including introduction of IBAN in systems for social security and tax). The EPC also recommends that public administrations in their future public procurements for payment services require the standards of SEPA Credit Transfer and SEPA Direct Debit allowing all banks in the SEPA area to deliver SEPA payment services to any public administration in the SEPA area.

Only if corporate customers and public authorities actively take the next steps and support the national migrations, SEPA will become a reality for the long term benefit of European consumers.

The EPC is a decision making body for the European payments industry with four key functions including 1) common position vis-à-vis European public authorities, 2) developing common business rules and standards, 3) support members with implementation and 4) organising the scheme management of SEPA Credit Transfer and SEPA Direct Debit through a Scheme Management Committee (SMC). The SMC consists of 12 members out of which 3 are independent including the Chair. The EPC has 69 members including the major banks and a fair representation of smaller banks and their banking associations.

## SEPA DIRECT DEBIT RULEBOOK SERIES 3 - MANDATE TRANSLATION German for Germany, Austria, Liechtenstein and Luxembourg

**Circulation:** Public use  
**Restricted:** No

<b>Language: German</b>	<b>Approved for (countries): Germany, Austria, Liechtenstein, Luxembourg</b>
<b>Header texts:</b>	
SEPA Direct Debit Mandate	SEPA-Lastschrift-Mandat
Mandate reference – to be completed by the creditor	Mandatsreferenz - vom Zahlungsempfänger auszufüllen
CREDITOR'S NAME & LOGO	Name und Logo des Zahlungsempfängers
<b>Authorisation statement:</b>	
By signing this mandate form, you authorise (A) {NAME OF CREDITOR} to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from {NAME OF CREDITOR}.	Ich ermächtige/ Wir ermächtigen (A) [Name des Zahlungsempfängers], Zahlungen von meinem/ unserem Konto mittels Lastschrift einzuziehen. Zugleich (B) weise ich mein/ weisen wir unser Kreditinstitut an, die von [Name des Zahlungsempfängers] auf mein/ unser Konto gezogenen Lastschriften einzulösen.
As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited.	Hinweis: Ich kann/ Wir können innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem/ unserem Kreditinstitut vereinbarten Bedingungen.
Please complete all the fields marked *.	Bitte alle mit * gekennzeichneten Felder ausfüllen.

<b>Upper field texts:</b>		
1	Your name Name of the debtor(s)	Name des Zahlungspflichtigen Name des Zahlungspflichtigen (Kontoinhaber)
2	Your address Street name and number	Anschrift des Zahlungspflichtigen Straße und Hausnummer
3	Postal code City	Postleitzahl Ort
4	Country	Land
5	Your account number Account number - IBAN	Internationale Bankkontonummer - IBAN des Zahlungspflichtigen
6	SWIFT BIC	SWIFT BIC/ Bank Identifier Code/ Internationale Bankleitzahl des Instituts des Zahlungspflichtigen
7	Creditor's name Creditor name	Name des Zahlungsempfängers Name des Zahlungsempfängers
8	Creditor identifier	Identifikationsnummer des Zahlungsempfängers/ Gläubiger-Identifikationsnummer

9	Street name and number	Straße und Hausnummer
10	Postal code City	Postleitzahl Ort
11	Country	Land
12	Type of payment: Recurrent payment or One-off payment	Zahlungsart: Wiederkehrende Zahlung Einmalige Zahlung
13	City or town in which you are signing Location Date	Unterzeichnet in Ort Datum
<b>Signature texts:</b>		
Signature(s) Please sign here		Unterschrift(en) Unterschrift(en) des Zahlungspflichtigen
Note: Your rights regarding the above mandate are explained in a statement that you can obtain from your bank.		Hinweis: Meine/ Unsere Rechte zu dem obigen Mandat sind in einem Merkblatt enthalten, das ich/ wir von meinem/ unserem Kreditinstitut erhalten kann/ können.
<b>Lower field texts:</b>		
Details regarding the underlying relationship between the Creditor and the Debtor – for information purposes only.		Zur Information: Angaben zum Vertragsverhältnis zwischen dem Zahlungsempfänger und dem Zahlungspflichtigen.
14	Debtor identification code Write any code number here which you wish to have quoted by your bank	Identifikationsnummer des Zahlungspflichtigen Tragen Sie hier eine Identifikationsnummer ein, die Ihr Kreditinstitut angeben soll
15	Person on whose behalf payment is made	Vertragspartner des Zahlungspflichtigen
	Name of the Debtor Reference Party: If you are making a payment in respect of an arrangement between {NAME OF CREDITOR} and another person (e.g. where you are paying the other person's bill) please write the other person's name here.	Name des Vertragspartners des Zahlungspflichtigen: Falls Sie eine Zahlung aufgrund einer Vereinbarung zwischen (NAME DES ZAHLUNGSEMPFÄNGERS) und einer anderen Person tätigen (z. B. wenn Sie eine Rechnung dieser anderen Person bezahlen), tragen Sie bitte den Namen dieser anderen Person hier ein.
	If you are paying on your own behalf, leave blank.	Dieses Feld nicht ausfüllen, falls Sie für sich selbst zahlen.
16	Identification code of the Debtor Reference Party	Identifikationsnummer des Referenzpartei des Zahlungspflichtigen
17	Name of the Creditor Reference Party: Creditor must complete this section if collecting payment on behalf of another party.	Name des Vertragspartners des Zahlungsempfängers: Der Zahlungsempfänger ergänzt diese Angabe, falls der Einzug für einen Dritten erfolgt.
18	Identification code of the Creditor Reference Party	Identifikationsnummer des Referenzpartei des Zahlungsempfängers
19	In respect of the contract: Identification number of the underlying contract	Mit Bezug auf den Vertrag: Referenznummer des zugrunde liegenden Vertrages
20	Description of contract	Vertragsbezeichnung/ Zweck
<b>Information texts:</b>		
Please return to		Bitte zurücksenden an
Creditor's use only		Für interne Vermerke des Zahlungsempfängers

## **SEPA BUSINESS TO BUSINESS DIRECT DEBIT SCHEME RULEBOOK**

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## 0 DOCUMENT INFORMATION

### 0.1 References

This section lists documents referred to in the Rulebook. The convention used throughout is to provide the reference number only, in square brackets. Use of square brackets throughout is exclusively for this purpose.

	Document Number	Title	Issued by:
[1]	EPC027-07	SEPA Scheme Management Internal Rules	EPC
[2]	EPC170-05	PE-ACH/CSM Framework	EPC
[3]	ISO 13616	Financial services - International bank account number (IBAN) -- Part 1: Structure of the IBAN	<u>ISO</u>
[4]	ISO 3166	Country Codes	<u>ISO</u>
[5]	ISO 9362	Business Identifier Codes (BIC)	<u>ISO</u>
[7]	EPC310-07	Risk Mitigation in the SEPA B2B Direct Debit Scheme <sup>1</sup>	EPC
[8]	May 2002 White Paper	Euroland: Our Single Payment Area!	<u>EPC</u>
[9]	EPC301-07	SEPA Business-to-Business Direct Debit Scheme Inter-bank Implementation Guidelines	<u>EPC</u>
[10]	ISO 20022	Financial Services – Universal Financial Industry Message Scheme	<u>ISO</u>
[11]	EPC016-06	SEPA Core Direct Debit Scheme Rulebook	<u>EPC</u>
[12]	EPC131-08	SEPA Business-to-Business Direct Debit Scheme C2B Implementation Guidelines	<u>EPC</u>
[13]	EPC329-08	Guide to the Adherence Process for the SEPA Direct Debit Schemes	<u>EPC</u>
[14]	EPC129-09	SEPA B2B Direct Debit Scheme E-Mandate Service Implementation Guidelines	<u>EPC</u>
[15]	EPC064-08	Criteria for Participation in SEPA	<u>EPC</u>
[16]	EPC291-09	Requirements and Specifications for EPC Approved Server CAs for e-Mandate Services	<u>EPC</u>
[17]	EPC409-09	EPC list of SEPA countries	<u>EPC</u>
[18]	EPC208-08	e-Operating Model detailed specifications	EPC
[19]	EPC109-08	EPC e-Operating Model for e-Mandates.	<a href="#">EPC</a>


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<sup>1</sup> Restricted distribution.


### **0.1.1 Defined Terms**

This Rulebook makes reference to various defined terms which have a specific meaning in the context of this Rulebook. In this Rulebook, a defined term is indicated with a capital letter. A full list of defined terms can be found in Chapter 7 of this Rulebook. The Rulebook may make reference to terms that are also used in the Payment Services Directive. The terms used in this Rulebook may not in all cases correspond in meaning with the same or similar terms used in the Payment Services Directive.

### **0.1.2 Rules specific to e-Mandate Service**

The rules specific to the e-Mandate service are described in Annex VII. Sections of the main body of the Rulebook impacted by the e-Mandate service are identified with the indication: ‘ e-Mandates’ next to the title of the section

### **0.1.3 Rules specific to Advance Mandate Information (AMI) Feature**

The rules specific to the optional AMI feature are described in Annex IX. Sections of the main body of the Rulebook impacted by the AMI feature are identified with the indication ‘ AMI’ next to the title of the section.

## 0.2 Change History

Issue number	Dated	Reason for revision
V1.0	26/09/2007	<p>Second reading by LSG for legal review and by SPS WG for approval for submission to the December 2007 Plenary.</p> <p>As it has been confirmed that the B2B Scheme is a separate Scheme, the numbering was changed and now starts from 1.0.</p> <p>Main changes in comparison with the Core SDD Scheme Rulebook version 2.3 and for other reasons than the B2B nature of the Scheme:</p> <ul style="list-style-type: none"> <li>• Addition of Creditor Reference Party</li> <li>• Addition of names/identification codes for the Creditor Reference Party and the Debtor Reference Party</li> <li>• Amendments due to Payment Services Directive alignment</li> <li>• One new process: a procedure for requesting a copy of a Mandate</li> <li>• Other lesser changes</li> </ul>
V1.1	24/06/2008	<p>Major changes:</p> <ul style="list-style-type: none"> <li>• Amendments due to Payment Services Directive alignment</li> <li>• Addition of attributes 'Purpose' and 'Category Purpose'</li> <li>• Liability provisions</li> <li>• Introduction of an inquiry procedure for error detection</li> <li>• Other lesser changes</li> </ul>
V1.2	24/06/2009	<p>Major changes:</p> <ul style="list-style-type: none"> <li>• Inclusion of e-mandate option (Annex VII)</li> <li>• Inclusion of B2B DD Scheme Adherence Agreement (Annex I)</li> <li>• New section on rules to migrate legacy mandates (5.17)</li> <li>• New annex VIII on major differences in the B2B Scheme between the use of paper mandates and e-mandates</li> <li>• Revised texts on liability and indemnity (5.9)</li> <li>• Other lesser changes</li> </ul> <p>In addition, changes made after the 1 April – 14 May consultation are also included</p>
V1.3	30/10/2009	<p>Changes:</p> <ul style="list-style-type: none"> <li>• Update chapter 5.4 to allow payment institutions and public sector bodies to adhere</li> <li>• Temporary annex IX has been removed</li> </ul>
V2.0	30/10/2009	<p>Changes:</p> <ul style="list-style-type: none"> <li>• Inclusion of multiple signatures option in the e-Mandate option</li> </ul> <p>Other lesser changes are listed in Annex III</p>
V2.1	01/11/2010	SEPA Scheme Management Internal Rules v2.0 replaced by v2.1 in annex IV
V3.0	01/11/2010	<p>Inclusion of new annex IX (AMI)</p> <p>Changes for clarification, updating and correction of errors as listed in Annex III.</p>
V3.1	17/11/2011	SEPA Scheme Management Internal Rules v2.1 replaced by v3.0 in annex IV
V4.0	17/11/2011	<p>Version 4.0 approved by Plenary on 27 September 2011.</p> <p>All changes are listed in Annex III.</p>
V4.1	06/11/2012	<p>Update in line with SEPA Regulation Articles 6(3) and 8 and Article 6 of Regulation 924/2009.</p> <p>Inclusion of version 4.0 of the SEPA Scheme Management Internal Rules.</p> <p>No other changes</p>

### 0.3 Purpose of Document

The EPC made the decision to develop a set of scheme rules when it accepted and approved the Roadmap 2004-2010 at its December 2004 Plenary meeting.

The development of a specific B2B Direct Debit Scheme was decided at the March 2006 Plenary after a national consultation in December 2005. The major principles of this B2B Scheme, and the resolution of the issues raised during the national consultation in late 2006, were approved by the June 2007 Plenary.

This Rulebook builds on the existing Direct Debit Scheme Rulebook described in [11]. This Scheme will be referred to in this Rulebook as the SEPA Core Direct Debit Scheme (“Core Scheme”).

A SEPA Scheme is a common set of rules, practices and standards for the provision and operation of a SEPA payment instrument<sup>2</sup> agreed at inter-bank level in a competitive environment.

The objectives of the Rulebook are:

- To be the primary source for the definition of the rules and obligations of the Scheme
- To provide authoritative information to Participants and other relevant parties as to how the Scheme functions
- To provide involved parties such as Participants, Clearing and Settlement Mechanisms (“CSMs”), and technology suppliers with relevant information to support development and operational projects

Following adoption by EPC, the Rulebook will be made available as a basis for systems and product development throughout its community, in preparation for scheme pilots and subsequent operational adoption.

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<sup>2</sup> As set out in section 0.1.1, the term "payment instrument," as used in this Rulebook, is not to be construed as corresponding in meaning to the definition of "payment instrument" in the Payment Services Directive.

## 0.4 About the EPC

The EPC is the decision-making and coordination body of the European banking industry in relation to payments whose declared purpose is to support and promote the creation of SEPA.

The vision for the SEPA<sup>3</sup> was formulated in 2002 at the time of the launch of EPC, when some 42 banks, the three European Credit Sector Associations ('ECSAs') and the Euro Banking Association ('EBA') came together and, after an intensive workshop, released the White Paper (reference [8]) in which the following declaration was made and subsequently incorporated into the EPC Charter:

*'We, the European banks and European Credit Sector Associations:*

- share the common vision that Euroland payments are domestic payments,
- join forces to implement this vision for the benefit of European customers, industry and banks and accordingly,
- launch our Single Payments Area.'

Any extension of the geographical scope of SEPA is subject to detailed evaluation by the EPC against criteria for candidate SEPA countries as approved from time to time by the EPC Plenary [15].

## 0.5 Other Related Documents

( AMI)

The Rulebook is primarily focused on stating the business requirements and inter-bank rules for the operation of the Scheme. In addition to the Rulebook there are a number of key documents which enable the Scheme to become operational:

### 0.5.1 SEPA Business-to-Business Direct Debit Implementation Guidelines

The complete data requirements for the operation of the Scheme are classifiable according to the SEPA Data Model which recognises the following layers:

- The business process layer in which the business rules and requirements are defined and the related data elements specified.
- The logical data layer which specifies the detailed datasets and attributes and their inter-relationships.
- The physical data layer which specifies the representation of data in electronic document formats and messages.

This Rulebook focuses on the business process layer and appropriate elements of the logical layer.

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<sup>3</sup> See EPC list of SEPA countries, reference [17]

The SEPA Data Model sets out in detail the three layers described above. However, the SEPA Data Model no longer constitutes a binding supplement to the Rulebook and will not be further updated for new Rulebook versions as it is largely a duplication of the SEPA Direct Debit Implementation Guidelines.

The SEPA Business-to-Business Direct Debit Scheme Implementation Guidelines have now been separated in two complementary documents: the mandatory Guidelines regarding the Inter-bank Messages (SEPA Business-to-Business Direct Debit Scheme Inter-bank Implementation Guidelines) and the recommended Guidelines regarding the Customer-to-bank messages (SEPA Business-to-Business Direct Debit Scheme Customer-to-bank Implementation Guidelines).

The SEPA Business-to-Business Direct Debit Inter-bank Implementation Guidelines (reference [9]) which set out the rules for implementing the direct debit ISO 20022 XML standards, constitute a binding supplement to the Rulebook.

#### **0.5.2 EPC e-Operating Model (only for the e-Mandate option)**

(‘ AMI)

The e-Operating Model (reference [19]) covers aspects such as guaranteed delivery, non-repudiation of emission/reception, authentication of sender, data integrity, encryption, compression, and will be aligned with the EPC business requirements (Annex VI), rules and best practices.

It focuses on applicational data transport over the Internet between the creditor websites and validation services, through a routing service. Furthermore, in order to assure a secure communication between the Debtor and the Creditor, minimum security requirements are defined for debtor browsers.

#### **0.5.3 PE-ACH/CSM Framework**

(‘ AMI)

The PE-ACH/CSM Framework document (reference [2]) establishes the principles on which CSMs will support the B2B Scheme, the Core Scheme and the SEPA Credit Transfer Scheme on the basis of a separation between the Scheme and relevant CSMs. The document referred to provides an update and clarification of the PE-ACH concept, building on work already completed by the EPC. The Roadmap 2004-2010 enshrined the principle that scheme and infrastructure should be separated and therefore the PE-ACH/CSM Framework forms an important complementary document.

#### **0.5.4 Adherence Agreement**

The Adherence Agreement, to be signed by Participants, is the document which binds Participants to the terms of the Rulebook. The Rulebook and Adherence Agreement entered into by Participants together constitute a multilateral contract among Participants and the EPC. The rules and procedures for joining the Scheme are set out in the Scheme Management Internal Rules (the "**Internal Rules**").



## 1 VISION & OBJECTIVES

This chapter provides an introduction to the Scheme, setting out the background to the Scheme as well as its aims and objectives.

### 1.1 Introduction

The Scheme provides a set of inter-bank rules, practices and standards which will allow the payments services industry in SEPA to offer a business-to-business ('B2B') direct debit product to Business Customers.

### 1.2 Vision

- The Scheme establishes a set of inter-bank rules practices and standards for B2B direct debits in euro in SEPA.
- It thereby provides the basis for a B2B direct debit product which will provide Business Customers with a straightforward instrument possessing the necessary reliability, predictable execution time and reach.
- Only non-consumers should have access as payers to services based on the B2B Scheme.
- B2B direct debits within SEPA will be able to be processed in accordance with the rules and standards of this Scheme.
- SEPA B2B Direct Debits will be fully automated and based on the use of open standards and the best practices of straight through processing ('STP') without manual intervention.
- SEPA B2B Scheme builds on the characteristics of the Core Direct Debit Scheme, by adding specific features for use in B2B transactions.

### 1.3 Objectives

(👁 e-Mandates) (🔄 AMI)

- To establish a scheme with no disparities between national and cross-border direct debits.
- To provide a scheme satisfying the needs of business customers to use a fast and efficient payment scheme limiting the credit risk of the creditors while supplying goods and/or services to debtors.
- To enable the achievement of best-in-class security, low risk and improved cost efficiency for all participants in the payments process.
- To allow the further development of a healthy and competitive market for payment services.

- To meet the actual and future needs of parties via a simple, well-controlled, fully dematerialised, secure, reliable, transparent and cost-efficient instrument.
- To improve the current level of service provided to business customers towards the highest existing service level experienced in SEPA today.
- To provide a framework for the removal of local inhibitors and the harmonisation of standards and practices.
- To develop a scheme that is flexible enough to be adapted to various kinds of future market requirements and processes e.g. Electronic Bill Presentment and Payment ('EBPP') and electronic signatures.
- The B2B Scheme has now been completed with the optional e-Mandate service. The specific rules regarding the e-Mandate service are described in a separate Annex VI.

#### 1.4 Binding Nature of the Rulebook

Becoming a Participant in the Scheme will involve signing the Adherence Agreement. By signing the Adherence Agreement, Participants agree to respect the rules described in the Rulebook. The Rulebook describes out the liabilities and responsibilities of each Participant in the Scheme.

Participants are free to choose between operating processes themselves, or using intermediaries or outsourcing (partially or completely) to third parties. However, outsourcing or the use of intermediaries does not relieve Participants of the responsibilities defined in the Rulebook.

The Rulebook covers in depth the main aspects of the inter-bank relationships linked to the Scheme. For the relationships between a **Participant** and its **customer**, the Rulebook specifies the minimum requirements imposed by the Scheme. For the relationships between a **Creditor** and a **Debtor**, the Rulebook also specifies the minimum requirements of the Scheme.

#### 1.5 Separation of the Scheme from the Infrastructure

It is a key feature of the Scheme that it provides a single set of rules, practices and standards which are then operated by individual banks and potentially multiple infrastructure providers. Infrastructure providers include CSMs of various types and the technology platforms and networks that support them. Infrastructure is an area where market forces operate based on the decisions of Participants.

The result is that the B2B direct debit instrument based on a single set of rules, practices and standards is operated on a fully consistent basis by CSMs (as defined in reference [2]) chosen by individual Participants as the most appropriate for their needs.

## **1.6 Other Features of the Scheme**

- Participants which have adhered to the Scheme may participate only through an EEA-licensed branch unless they participate through their SEPA head office (which may be located in a SEPA country or territory outside the EEA).
- The rights and obligations of Participants, and, as appropriate, their Customers, will be clear and unambiguous.
- Direct debit messages will use open, industry-recognised standards.
- The Scheme will ensure full interoperability between Participants.
- The rules will ensure that responsibility for risk management will be allocated to where the risk lies and that liability falls where the fault lies.
- Participants are free to innovate and satisfy customer needs in a competitive market place, as long as these innovations do not conflict with the Rulebook.

## **1.7 The Business Benefits of the Scheme**

### **1.7.1 Advantages for and Expectations of Creditors**

For Creditors, the Scheme identifies all issuers of recurrent and one-off bills as potential Customers.

The most important advantages offered by the Scheme to a Creditor are:

- A simple and cost-efficient way to collect Funds
- The ability to determine the exact date of Collection
- The certainty of payment completion within a pre-determined and short time-cycle
- The opportunity to optimise cash-flow and treasury management
- Straightforward reconciliation of received payments
- The ability to automate exception handling such as Returned and Rejected Collections and Reversals
- One payment instrument throughout SEPA for Creditors holding an account in SEPA
- A fast Collection procedure to satisfy the need for a payment instrument with a short credit risk period for the Creditor, in combination with an early finality of the funds received
- The opportunity to collect Funds from Debtors through the use of a single payment instrument
- The reduction of administrative costs and the enhancement of security due to the optional use of digital signatures for signing Mandates, once electronic signatures become available.

### **1.7.2 Advantages for and Expectations of Debtors**

For Debtors, the Scheme caters for Business Customers as potential users. The most important advantages offered by the Scheme to a Debtor are:

- A fast and simple means of paying bills, reducing incidence of late payment and its consequences
- Allows the Debtor to do business with a Creditor requiring the use of the B2B Scheme for making payments in an efficient way
- The Debtor is easily reachable for SEPA-wide business offers since the Scheme is a single, trusted payment service for all Creditors in SEPA
- Straightforward reconciliation of debits on account statements
- The possibility to sign a Mandate on paper or in a fully-electronic way once electronic signatures become available
- Debtor Bank verification of B2B Scheme transactions before debiting the Debtor's account to provide assurance to the Debtor

### **1.7.3 Advantages for and Expectations of Participants**

The most important advantages offered by the Scheme to Participants are:

- Processes are highly automated and cost-effective, with end-to-end dematerialisation
- The processing cycle is clear, transparent, reliable and as short as feasible
- Enable the proper management of liabilities and risks
- Risk mitigation in inter-bank Settlement and at inter-bank level in general
- Creditors must show evidence of properly executed Mandates whenever requested
- The Scheme enables the achievement of full STP of all transactions, including, with clear reference to the original transaction, Rejects, Returns and Reversals
- The Scheme is intended to create conditions which will allow each Participant to build products that can generate reasonable economic returns sufficient to ensure the safety, security, and risk integrity of the Scheme.
- Ease of implementation
- Use of open standards such as ISO BIC and European IBAN as bank and account identifiers
- Unambiguous identification of all SEPA B2B Direct Debit Creditors
- Application of a set of harmonised rules and standards
- The Scheme is based on the same rules as the rules used in the Core Scheme, except where the business requirements for the Scheme require the adoption of other rules. The major differences between the Scheme and the Core Scheme are described in Annex III.

#### **1.7.4 Advantages for CSMs**

The separation of scheme from infrastructure will permit the operation of the Scheme by multiple CSMs, provided that the rules, practices and standards of the Scheme are fully met; the service providers may add Additional Optional Services (“AOS”) to the benefit of choice and competition (see section 2.4).

### **1.8 Common Legal Framework**

It is a prerequisite for the launch of the Scheme that the Payment Services Directive (or provisions or binding practices substantially equivalent to those set out in Titles III and IV of the Payment Services Directive) is implemented or otherwise in force in the national law of SEPA countries.

## 2 SCOPE OF THE SCHEME

### 2.1 Application to SEPA

The Scheme is applicable within SEPA<sup>4</sup>, as defined by the EPC.

### 2.2 Nature of the Scheme

#### (👁 e-Mandates) (🔄 AMI)

A SEPA Business to Business Direct Debit is a payment instrument for use by Business Customers, governed by the Rulebook for making Collections in euro throughout SEPA from accounts designated to accept Collections.

A Debtor Bank cannot offer the Scheme to a Debtor who is a 'consumer' under the law of the place where that Debtor Bank is providing the payment service. A Customer may only use the Scheme as a Debtor, when he is authorised by national law to opt-out from the refund right in respect of authorised transactions contained in Articles 51(1) and 62(1) of the Payment Services Directive (“Business Customer” or “Customer”).

Transactions for the Collection of Funds from a Debtor’s account with a Debtor Bank are initiated by a Creditor via the Creditor Bank, as agreed between Debtor and Creditor. This is based on an authorisation for the Creditor and the Debtor Bank given to the Creditor by the Debtor for the debit of its account: this authorisation is referred to as the ‘Mandate’. The Debtor should be a Business Customer using the B2B Scheme for making payments by direct debit according to the business requirements resulting from the business transactions with Creditors. The Debtor and Creditor must each hold an account with a Participant located within SEPA.

The Collections executed in accordance with the Rulebook are separate transactions from the underlying contract on which they are based. The underlying contract is agreed on between the Debtor and the Creditor. The Creditor Bank and the Debtor Bank are not concerned with or bound by such contract. They are only involved in the agreement with their respective Customers on the Terms and Conditions for the delivery of direct debit related services.

In contrast to the Core Scheme, the B2B Scheme requires Debtor Banks and Debtors to agree on the verifications to be performed for each Collection to ensure that it is authorised under the Mandate.

The following key elements are included within the scope of the Scheme: A set of inter-bank rules, practices and standards for the execution of direct debit payments in euro within SEPA by Scheme Participants.

The objective is to provide full electronic end-to-end STP processing of transactions. This will also apply to the various processes for exception handling like Rejects, Returns, Reversals, Refusals and Revocations. Only electronic handling of Mandate information is permitted between Participants. Between Debtor and Creditor and between Debtor and the Debtor Bank, a Mandate can be exchanged in either paper or electronic form.

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<sup>4</sup> See footnote section 0.4

The Scheme leaves room for competition between Participants. It will allow Participants and groups of Participants to develop their own products and offer AOS (see section 2.4) based on the Scheme to their Customers to meet particular objectives.

The Scheme gives full discretion to Debtors to accept or refuse a Mandate.

### **2.3 Recurrent and One-off Direct Debits**

The Scheme caters for both recurrent and one-off Collections. Recurrent direct debits are those where the authorisation by the Debtor is used for regular direct debits initiated by the Creditor. One-off direct debits are those where the authorisation is given once by the Debtor to collect only one single direct debit, an authorisation which cannot be used for any subsequent transaction.

There is no difference in the legal nature of these two types.

### **2.4 Additional Optional Services**

The Scheme recognises that individual Participants and communities of Participants will provide complementary services based on the Scheme so as to meet further specific Customer expectations. These are described as Additional Optional Services (“AOS”).

The following two types of AOS are identified:

- Additional Optional Services provided by Participants to their customers as value-added services which are nevertheless based on the core payment schemes. These AOS are purely a matter for Participants and their customers in the competitive space.
- Additional Optional Services provided by local, national and pan-European communities of Participants, such as the use of additional data elements in the ISO 20022 XML Standards. Any community usage rules for the use of the SEPA core mandatory subset of the ISO 20022 XML Standards should also be mentioned in this context, although they are not per se AOS. Other AOS may be defined, for example relating to community-provided delivery channels for customers.

Participants may only offer AOS in accordance with the following principles:

- All AOS must not compromise interoperability of the Scheme nor create barriers to competition. The Scheme Management Committee (“SMC”) should deal with any complaints or issues concerning these requirements brought to its attention in relation to compliance with the Rulebooks as part of its normal procedures, as set out in the Internal Rules.
- AOS are part of the market space and should be established and evolve based on market needs. Based on these market needs, the EPC may incorporate commonly used AOS features into the Scheme through the change management processes set out in the Internal Rules.

- There should be transparency in relation to community AOS. In particular, details of community AOS relating to the use of data elements present in the ISO 20022 XML Standards (including any community usage rules for the SEPA core mandatory subset) should be disclosed on a publicly available website (in both local language(s) and English).

These AOS are not further described in the Rulebook as they are generally to be considered as competitive offerings provided by both individual Participants and communities of Participants and are out of scope.

## 2.5 Currency

The Scheme operates in euro.

All transactions will be in euro at the inter-bank level in all process stages, including all exception handling, covering Rejects, Returns, Reversals and Revocations.

The accounts of the Debtor and of the Creditor may be in euro or any other currency. Any currency conversion is executed in the Debtor Bank or Creditor Bank. Any such currency conversion, including the related risks for banks, is not governed by the Scheme.

All Returns, Reversals and Revocations must be based on the exact euro amount of the originating direct debit.

## 2.6 Reachability

### (👁 e-Mandates) (🏠 AMI)

Banks are free to participate in the Scheme in the role of Debtor Bank, or in the role of both Debtor Bank and Creditor Bank. When they participate they must commit to process the payments according to the rules of the Scheme.

Reachability of all Banks is not an assumption for this Scheme.

The additional e-Mandate service is an optional service for Participants in the role of a Creditor Bank and/or Debtor Bank. Banks may decide to participate as a Creditor bank by accepting only e-Mandates and no paper mandates. Banks may decide to participate as a Debtor Bank by accepting only e-Mandates and no paper mandates.

## 2.7 Rules for managing the erroneous use of the B2B Scheme

In principle, Participants are only bound, either in the role of a Creditor Bank, or of a Debtor Bank, or in both roles, by the rules of the Scheme(s) to which they adhere.

The Core Scheme and the B2B Scheme are defined as two separate Schemes, each being described in a separate Rulebook. As some Participants will adhere to and operate both Schemes, as the messages used in both Schemes are based on the same standards and contain almost identical attributes, and as both Schemes are supported by very comparable business processes, errors in automated and manual processes might result in undesired and unintended interference between the two Schemes.



The general principle is that a Participant adhering to the B2B Scheme as a Debtor Bank is allowed to reject or return, under the rules of the B2B Scheme, Collections that are presented by a Creditor Bank as initiated under the Core Scheme. Debtor Banks are obliged by the Scheme to check the status of the actual Mandate signed by their Debtors.

It is the responsibility of the Debtor Bank to ensure that the Debtor is not a consumer before debiting his account. The Debtor Bank has no refund right under the Scheme in case a consumer account is debited in error. In any case, the Debtor keeps his rights as defined in the Payments Services Directive against the Debtor Bank.

### 3 ROLES OF THE SCHEME ACTORS

This chapter describes the roles of the actors in the Scheme.

#### 3.1 The Actors

##### (👁 e-Mandates)

The execution of a SEPA B2B Direct Debit involves four main actors:

- The **Creditor**: receives and stores the Mandate from the Debtor to initiate Collections. On the basis of this Mandate, the Creditor collects the direct debits.
- The **Creditor Bank**: is the bank where the Creditor's account is held and which has concluded an agreement with the Creditor about the rules and conditions of a product based on the Scheme. On the basis of this agreement it receives and executes instructions from the Creditor to initiate the Direct Debit Transaction by forwarding the Collection instructions to the Debtor Bank in accordance with the Rulebook.
- The **Debtor Bank**: is the bank where the account to be debited is held and which has concluded an agreement with the Debtor about the rules and conditions of a product based on the Scheme. On the basis of this agreement, it executes each Collection of the direct debit originated by the Creditor by debiting the Debtor's account, in accordance with the Rulebook.
- **The Debtor**: gives the Mandate to the Creditor to initiate Collections. The Debtor's bank account is debited in accordance with the Collections initiated by the Creditor. By definition, the Debtor is always the holder of the account to be debited.

Creditor Banks and Debtor Banks are Participants in the Scheme. The operation of the Scheme also involves other parties indirectly:

- **CSMs**: CSMs such as an automated clearing house or other mechanisms such as intra-bank and intra-group arrangements and bilateral or multilateral agreements between Participants. The term "CSM" does not necessarily connote one entity. For example, it is possible that the Clearing function and the Settlement functions will be conducted by separate actors. The mechanisms will be as specified in the Framework for the Evolution of the Clearing and Settlement of Payments in SEPA – Including the Principles for SEPA Scheme Compliance and Re-Statement of the PE-ACH Model referred to in section 0.5 (reference [2]).
- **Intermediary Banks**: Banks offering intermediary services to Debtor Banks and/or Creditor Banks, for example in cases where they are not themselves direct participants in a CSM.

## 3.2 The Four Corner Model

### (👁 e-Mandates)

The following diagram gives an overview of the contractual relationships and interaction between the main actors.

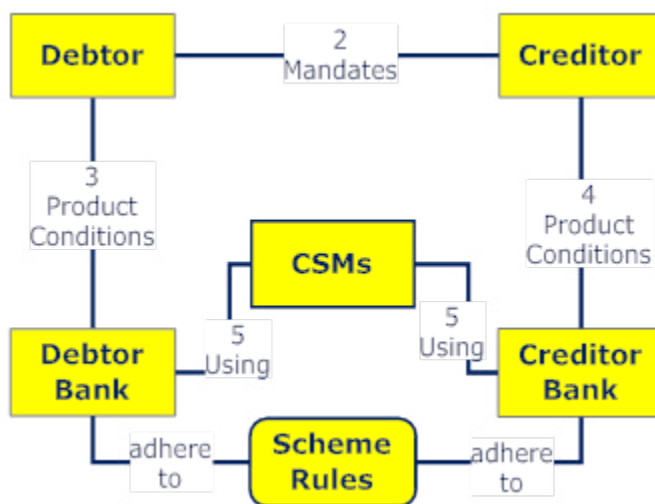


Figure 1: 4-Corner Model - Contractual

The actors will be bound together by a number of relationships, identified on the diagram by numbers:

- The contractual relationships underlying the Scheme to which all Participants are bound through the Adherence Agreement.
- Between the Creditor and the Debtor, regarding the requirement to make a payment. This will result in a Mandate, agreed between Creditor and Debtor, and signed by the Debtor. Whilst the data elements required for the Mandate are specified by the Scheme, the underlying relationship is outside the Scheme.
- Between the Debtor Bank and the Debtor concerning the direct debit service to be provided and related Terms and Conditions. Provisions for this relationship are not governed by the Scheme, but will, as a minimum, cover elements relevant to the execution of a SEPA B2B Direct Debit as required by the Scheme.
- Between the Creditor Bank and the Creditor concerning the direct debit service to be provided and the related Terms and Conditions. Provisions for this relationship are not governed by the Scheme, but will, as a minimum, cover elements relevant to the execution of a SEPAB2B Direct Debit as required by the Scheme.

- Between the Creditor Bank and the Debtor Bank and the selected CSM concerning the Terms and Conditions of the services delivered. Provisions for these relationships are not governed by the Scheme, but will, as a minimum, cover elements relevant to the execution of a SEPA B2B Direct Debit. Principles for the operation of such CSMs in relation to SEPA payment instruments are set out within the PE-ACH/CSM Framework (reference [2]).
- As applicable, between the Creditor Bank and/or the Debtor Bank and any Intermediary Bank. Provisions for these relationships are not governed by the Scheme. This relationship is not illustrated above.

### **3.3 Governing laws**

The governing laws of the agreements in the four-corner model are as follows:

- The Rulebook is governed by Belgian law
- The Adherence Agreement is governed by Belgian law
- The Mandate must be governed by the law of a SEPA country

### **3.4 Relationship with Customers**

In accordance with chapter 5, Participants must ensure that the Terms and Conditions are effective so as to enable Participants to comply with their obligations under the B2B Scheme.

## 4 BUSINESS AND OPERATIONAL RULES

This chapter describes the business and operational rules of the B2B Scheme which must be observed by Participants and by other actors as necessary such that the B2B Scheme can function properly. It also describes the datasets used in the B2B Scheme, and the specific data attributes within these datasets.

It is recognised that actors will also be required to establish complementary operational rules and data requirements in relation to the roles they perform and these will be defined separately by those actors.

Datasets and attributes will be represented and transmitted using generally accepted, open, interoperable standards wherever possible (see section 0.5).

### 4.1 The Mandate

(👁 e-Mandates) (🔗 AMI)

The following diagram gives a schematic overview of the main actors and their interaction in the issuing of the Mandate.

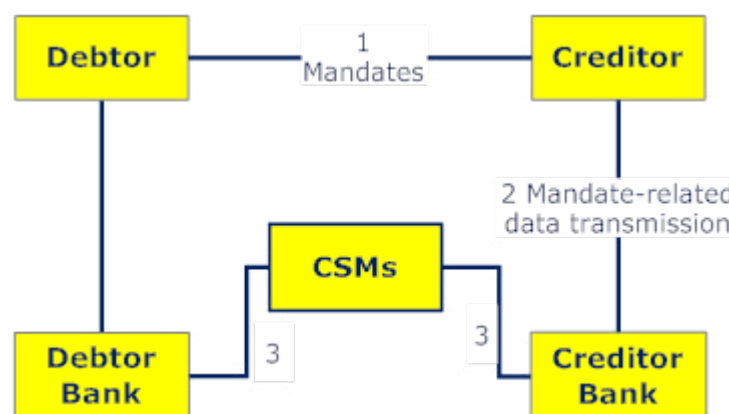


Figure 2: 4-Corner Model - Mandate

The Mandate (1) is the expression of consent and authorisation given by the Debtor to the Creditor to allow such Creditor to initiate Collections for debiting the specified Debtor's account and to allow the Debtor Bank to comply with such instructions in accordance with the Rulebook.

The Debtor completes the Mandate and sends it to the Creditor.

A Mandate may exist as a paper document which is physically signed by the Debtor. Alternatively, it may be an electronic document which is created and signed in a secure electronic manner. Under the Scheme, the Creditor is responsible for storing the original Mandate, together with any amendments relating to the Mandate or information regarding its cancellation or lapse.

The Mandate whether it be in paper or electronic form, must contain the necessary legal text, and the names of the parties signing it. The requirements for the contents of the Mandate are set out in Section 4.7.2 of the Rulebook.

The Mandate must always be signed by the Debtor as account holder or by a person in possession of a form of authorisation (such as a power of attorney) from the Debtor to sign the Mandate on his behalf. The Creditor may offer the Debtor an automated means of completing the Mandate, including the use of an electronic signature. .

Due to the absence of a refund right for authorised transactions and the potentially large amounts involved in the Collections, the Debtor Bank is obliged:

- to check, before debiting the Debtor's account, that the B2B Mandate related data received as part of the first Collection comply with the B2B Mandate related data received from or confirmed by the Debtor, and that the B2B Mandate has been duly issued and authorised by the Debtor.
- to check the first and the subsequent Collections against the stored Mandate data, and the related verification instructions, if any, received from the Debtor.
- to oblige Debtors to inform the Debtor Bank on any amendment or cancellation of the Mandate.

It is recommended that Debtor Banks ask Debtors to inform them of any new Mandates that are signed by Debtors with Creditors, in order to agree the above checks to be performed before the presentation of the first Collection.

The signed Mandate, whether it be paper-based or electronic, must be stored by the Creditor as long as the Mandate exists. Any paper Mandate, together with any related documents or information relating to its cancellation or lapse, must be stored intact by the Creditor according to national legal requirements and its Terms and Conditions with the Creditor Bank. After cancellation, the Mandate must be stored by the Creditor according to the applicable national legal requirements, its Terms and Conditions with the Creditor Bank and for as long as the Debtor is legally entitled to obtain rectification of an unauthorised transaction under the Payment Services Directive.

When paper-based, the data elements of the signed Mandate must be dematerialised by the Creditor without altering the content of the paper Mandate; when electronic, the data elements must be extracted from the electronic document without altering the content of the electronic Mandate.

The Mandate-related data must be transmitted to the Creditor Bank (2), along with each Collection of a recurrent SEPA B2B Direct Debit or with the one-off Collection. The Mandate-related data must be transmitted (3) by the Creditor Bank to the Debtor Bank in electronic form as part of the Collection in one single flow, using the selected CSM. The Debtor Bank may choose to offer AOS to the Debtor based on the Mandate content. The Creditor Bank may also choose to offer AOS to the Creditor based on the Mandate content.

Mandates signed under the rules of the B2B Scheme are to be distinguished from Mandates signed under the rules of the Core Scheme.

## 4.2 Collections

### (👁 e-Mandates)

The following diagram gives a schematic overview of the main actors and their interaction in the process for handling Collections.

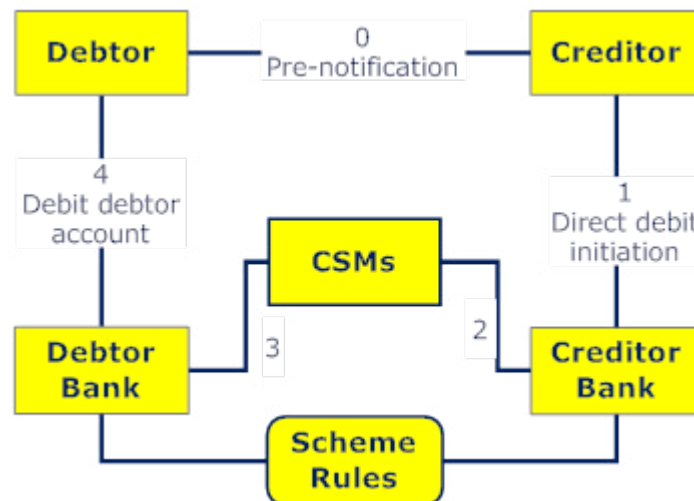


Figure 3: 4-Corner Model – Collections

The Creditor must send a Pre-notification (0) to the Debtor according to the time frame defined in Section 4.3.

After receiving the signed Mandate, the Creditor may initiate Collections (1).

The Creditor must conform to the period stipulated in Section 4.3 for the submission of Collections in advance of the Settlement Date. For all direct debits, the minimum period between Due Date and the day on which the Debtor Bank must receive the Collection at the latest, is identical. A first or one-off Collection must include information that identifies it as the first of a recurrent series under a new Mandate, or as a one-off transaction. The Creditor Bank will send Collections to the Debtor Bank through a selected CSM (2).

The relevant CSM will process the transaction, send the necessary Collections in accordance with the Settlement Cycle (3), and make the necessary arrangements for Settlement.

Section 4.1 describes the obligation of the Debtor Bank to obtain confirmation from the Debtor on the B2B Mandate data received as part of the first Collection, before debiting the Debtor's account, and the obligation to store these Mandate data and the related instructions received from the Debtor.

The Debtor Bank is obliged, before debiting the Debtor's account, to check, for each Collection presented by the Creditor Bank, the correlation between the Mandate related data part of the Collection and the stored Mandate data received as part of the confirmation by the Debtor described in section 4.1. If no correlation is found between the two sets of Mandate data, the Debtor Bank must act in accordance with the instructions received from the Debtor. This obligation is inspired by the potential high amounts involved in B2B Scheme based Collections.

As a next step, the Debtor Bank must debit the Debtor's account if the account status allows this. It may also choose to offer AOS (4) to its Debtors, but it is not obliged to do so by the B2B Scheme.

The Debtor has the right to instruct the Debtor Bank to completely prohibit his bank account from being debited for any Collection. The Debtor Bank must offer this service to its Business Customers.

The Debtor has the right to instruct the Debtor Bank before Settlement, to accept a Refusal of a Collection. The Debtor is not obliged to inform the Debtor Bank of the reasons for requesting such a Refusal.

The Debtor Bank may reject a Collection prior to Settlement, either for technical reasons or because the Debtor Bank is unable to accept the Collection for other reasons, e.g. account closed, insufficient Funds, account does not accept direct debit, erroneous Collections (e.g. duplicates), or because the Debtor presented a request for Refusal in time, or for reasons pursuant to Article 78 of the Payment Services Directive.

Accordingly, the point in time of receipt in relation to a Collection coincides with the Due Date, taking into account section 4.3.2 of the Rulebook, and as permitted by and pursuant to Article 64 of the Payment Services Directive.

The Debtor Bank may return a Collection after Settlement up to two Inter-Bank Business Days after the Settlement Date, either for technical reasons or because the Debtor Bank is unable to accept the Collection for other reasons, e.g. account closed, Customer deceased, account does not accept direct debit, or because the Debtor wishes to refuse the debit. The Scheme rules provide a contractual entitlement for the Debtor Bank to recover the amount of this Return from the Creditor Bank. The Creditor Bank is entitled to recover the amount of this Return from the Creditor in accordance with its Terms and Conditions with the Creditor.

The Debtor has no right to obtain a refund for an authorised transaction under the Scheme by request to the Debtor Bank. However, the Scheme provides an inquiry procedure (as described in detail in Annex VI of the Rulebook) to assist the Debtor Bank and the Creditor Bank to establish whether the transaction was erroneous.

Issues in respect of any disputes or discussions between a Debtor and a Creditor in relation to a Collection are outside the scope of the Scheme.

For a recurrent direct debit, and in line with the Mandate, the Creditor may generate subsequent Collections. In turn, these will be submitted by the Creditor Bank to the CSM, which will then submit them to the Debtor Bank for debiting of the account of the Debtor.

If a Creditor does not present a Collection under a Mandate for a period of 36 months (starting from the date of the latest Collection presented, even if rejected, returned or refunded), the Creditor must cancel the Mandate and is no longer allowed to initiate Collections based on this cancelled Mandate. If there is a further requirement for a direct debit, a new Mandate must be established. The Rulebook does not oblige the Debtor Bank to check the correct application of this rule. The Rulebook does not oblige the Creditor Bank to check the correct application of this rule. It is an obligation for the Creditor.



### 4.3 Time Cycle of the Processing Flow

#### (👁 e-Mandates)

The processing flow of a Collection is described as follows:

- Key dates for normal flow
- Key dates for exceptions
- Cut-off Times
- Time cycle

An Inter-Bank Business Day is a day on which banks generally are open for inter-bank business. The TARGET Days Calendar is used to identify Inter-Bank Business Days. TARGET is the Trans-European Automated Real-time Gross Settlement Express Transfer System. To avoid frequent changes to TARGET closing days and thus the introduction of uncertainties into financial markets, a long-term calendar for TARGET closing days has been established and applied since 2002. It is published by the European Central Bank.

A Banking Business Day means, in relation to a Participant, a day on which that Participant is open for business, as required for the execution of a SEPA B2B Direct Debit. A Calendar Day is any day of the year.

#### 4.3.1 Standard Relation between Key dates

The day on which Settlement takes place is called the **Settlement Date**.

The day on which the Debtor's account is debited is called the **debit date**.

The **Due Date (day 'D')** of the Collection is the day when the payment of the Debtor is due to the Creditor. It must be agreed on in the underlying contract or in the general conditions agreed between the Debtor and the Creditor.

The general rule is that the key dates:

**Due Date, Settlement Date, and debit date are the same date.**

The general rule is achieved when the following assumptions are true:

- The Collection contains a Due Date in accordance with the B2B Scheme rules
- The Debtor Bank and the Creditor Bank are able to settle on Due Date
- The CSM is open for Settlement on Due Date
- The Debtor Bank is willing to debit the Debtor's account by the amount of the Collection on Due Date

#### 4.3.2 Non-Standard Relation between Key Dates

There are several conditions under which the standard relation between key dates cannot be respected, as follows:

- If for any reason, the Collection is delayed and has a Due Date that does not allow the Collection to be received by the Debtor Bank according to the rule described in Section 4.3.4, then this Due Date must be replaced by the earliest possible new Due Date by the Creditor or the Creditor Bank as agreed between them. At inter-bank level, a given Due Date may never be changed.
- If the Due Date falls on a day which is not an Inter-Bank Business Day, then the Settlement Date will be the next Inter-Bank Business Day.
- If the Settlement Date falls on a day which is not a Banking Business Day for the Debtor Bank, then the debit date will be the next Banking Business Day.
- If the Debtor Bank cannot debit the Debtor's account on the Due Date (for example, insufficient Funds available or the obligation to carry out checks as agreed with the Business Customer) the debit can be executed later. The Debtor Bank must always carry out the Return in time, in order to respect that the Returns can be settled on D+2 Inter-Bank Business Days at the latest.

#### 4.3.3 Cut-off Times



( AMI)

The B2B Scheme only covers the time cycle expressed in days. Cut-off Times at specific times of the day must be agreed upon between the CSM and the Participants, as well as between the Creditor Banks and Debtor Banks and Creditors and Debtors.

#### 4.3.4 Time Cycle

The diagram on the following page portrays the transaction as a set of steps in the order in which they occur. It only shows the steps needed for the understanding of the time cycle.

In the diagram, the following abbreviations are used:

Legend:	
	Black – data flows
	Red and/or broken line – financial flows
<b>CB</b>	Creditor Bank
<b>DB</b>	Debtor Bank
<b>CSM</b>	Clearing and Settlement Mechanism
<b>*TD</b>	Counted in Inter-Bank Business Days (TARGET Days)
<b>**CD</b>	Counted in Calendar Days
<b>***BD</b>	Counted in Banking Business Days

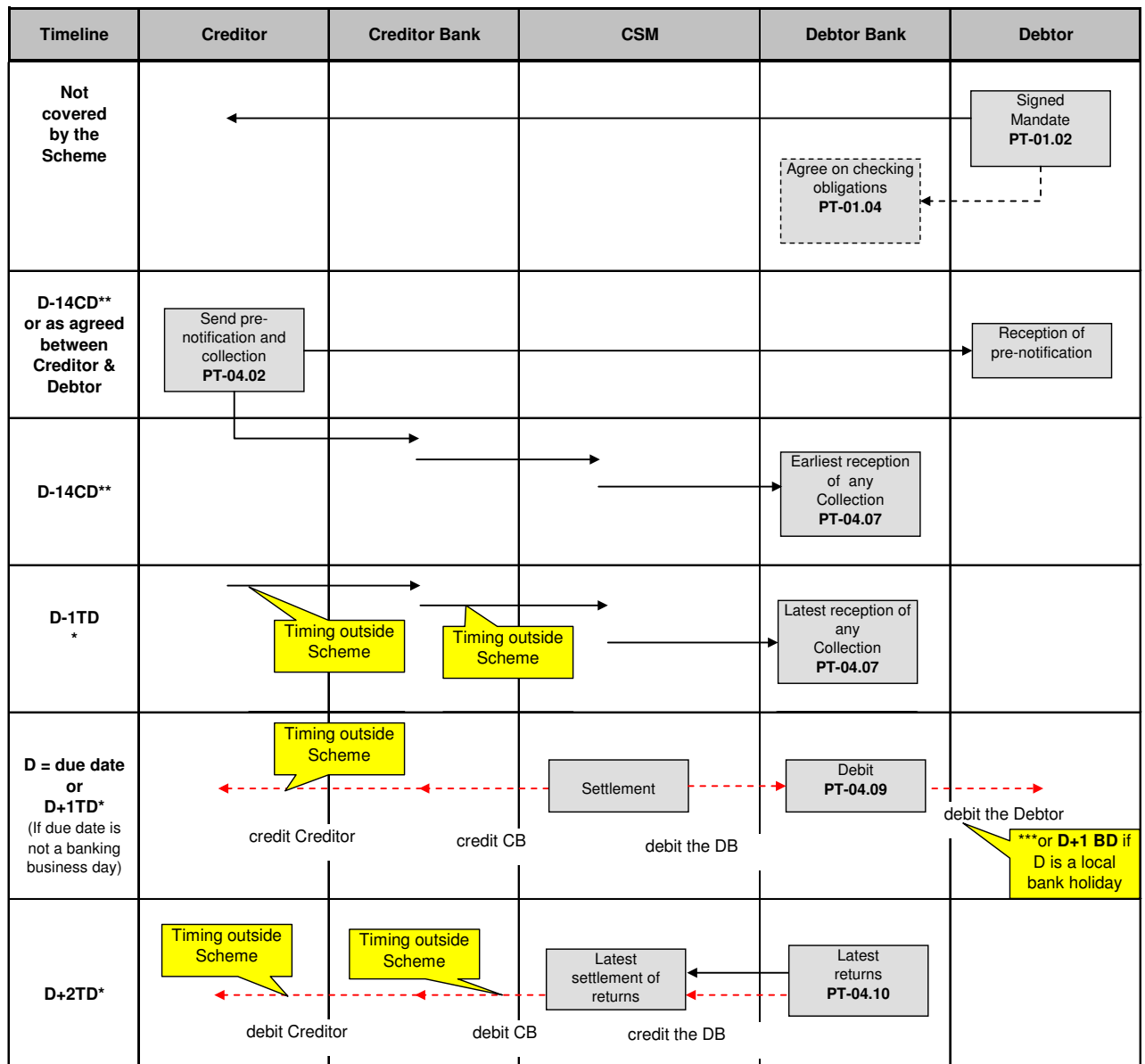


Figure 4: Processing Flow Time Cycles

The direct debit processes respect the following time-cycle rules:

- The Pre-notification must be sent by the Creditor at the latest 14 Calendar Days before the Due Date unless another time-line is agreed between the Debtor and the Creditor.
- The Creditor is allowed to send the Collection to the Creditor Bank after the Pre-notification is sent to the Debtor, but not earlier than 14 Calendar Days before the Due Date, unless otherwise agreed between the Creditor and the Creditor Bank.

- The Creditor Bank must send the Collection (first, one-off or subsequent) to the Debtor Bank so that the Debtor Bank receives the Collection from the Creditor Bank via the CSM at the latest one Inter-Bank Business Day before Due Date and not earlier than 14 Calendar Days before the Due Date.
- Refusals may be initiated by the Debtor and must be executed by the Debtor Bank prior to inter-bank Settlement (generating a Reject) or after Settlement (generating a Return). Returns must be executed by the Debtor Bank as soon as possible and ideally by day D.
- The latest date for Settlement of the Returns is two Inter-Bank Business Days after the Settlement Date of the Collection presented to the Debtor Bank.
- Refunds are not provided for under the B2B Scheme.
- The Creditor Bank must ensure that Returns that are presented for Settlement later than the latest day allowed by these rules are not processed by the Creditor Bank or by the CSM mandated to act as such and that the Debtor Bank is informed of this.
- Reversals may only be processed from Settlement date and within the five Inter-Bank Business Days following the Due Date requested in the original Collection. Later presentations must not be processed by the Creditor Bank or CSMs mandated to act as such and the Debtor Bank must be so informed.

The timing for crediting the Creditor for the Collections is outside of the scope of the B2B Scheme.

#### 4.3.5 Charging Principles

##### (🔗 AMI)

Charges to Business Customers will be based on the shared principle such that the Creditor and Debtor are charged separately and individually by the Creditor Bank and Debtor Bank respectively. The basis and level of charges to Business Customers are entirely a matter for individual Participants and their Business Customers.

#### 4.4 Exception Handling

##### (👁 e-Mandates)

The processing of a Collection is handled according to the time frame described in the Rulebook. If for whatever reason, any party cannot handle the Collection in the normal way, the process of exception handling starts at the point in the process where the problem is detected. Direct Debit Transactions that result in exception processing are referred to as 'R-transactions'. R-transactions presented within the B2B Scheme rules must be processed.

The various messages resulting from these situations are handled in a standard manner at both process and dataset level.

**Rejects** are Collections that are diverted from normal execution, prior to inter-bank Settlement, for the following reasons:

- Technical reasons detected by the Creditor Bank, the CSM, or the Debtor Bank, such as invalid format, wrong IBAN check digit

- The Debtor Bank is unable to process the Collection for such reasons as are set out in Article 78 of the Payment Services Directive
- The Debtor Bank is unable to process the Collection for such reasons as are set out in section 4.2 of this Rulebook (e.g. account closed, account unable to accept direct debits), or where the Debtor Bank reasonably believes that the Collection is erroneous.
- The Debtor made a Refusal request to the Debtor Bank. The Debtor Bank will generate a Reject of the Collection being refused

**Refusals** are claims initiated by the Debtor before Settlement, for any reason, requesting the Debtor Bank not to pay a Collection. By way of derogation from Article 66 of the Payment Services Directive, the time period for Refusal of a Collection also includes day D. This Refusal must be handled by the Debtor Bank in accordance with the conditions agreed with the Debtor. The Debtor Bank should handle the Refusal claim by preference prior to inter-bank settlement, resulting in the Debtor Bank rejecting the associated Collection. (Note: In addition to this ability to refuse individual transactions, the Debtor has the right to instruct the Debtor Bank to prohibit any direct debits from his bank account). When handled after Settlement, this Refusal is referred to as a Return.

**Returns** are Collections that are diverted from normal execution after inter-bank Settlement and are initiated by the Debtor Bank.

**Reversals:** When the Creditor concludes that a Collection should not have been processed a Reversal may be used after the Clearing and Settlement by the Creditor to reimburse the Debtor with the full amount of the erroneous Collection. The Rulebook does not oblige Creditor Banks to offer the Reversal facility to the Creditors. For Debtor Banks, it is mandatory to handle Reversals initiated by Creditors or Creditor Banks. Creditors are not obliged to use the Reversal facility but if they do so, a Reversal initiated by the Creditor must be handled by the Creditor Bank and the Debtor Bank. Reversals may also be initiated by the Creditor Bank for the same reasons. Debtor Banks do not have to carry out any checks on Reversals received.

**Revocations** are requests by the Creditor to recall the instruction for a Collection until a date agreed with the Creditor Bank. This forms part of the bilateral agreement between Creditor and Creditor Bank and is not covered by the B2B Scheme.

**Requests for cancellation** are requests by the Creditor Bank to recall the instruction for a Collection prior to Settlement. This forms part of the bilateral agreement between Creditor Bank and CSM and is not covered by the B2B Scheme.

The concept of a **refund** is defined as a claim initiated by the Debtor after Settlement for reimbursement of a direct debit, but it is not part of the B2B Scheme. For this reason, access to the services based on the B2B Scheme is only authorised to Debtors allowed by the applicable national law to opt-out from the refund right for authorised transactions contained in Art. 51 and 62 in the Payment Services Directive.

Rejects and Returns of Collections must be cleared and settled via the CSM used for the Clearing and Settlement of the initial Collection, unless otherwise agreed between Participants. A process for Reject and Return must be offered by any CSM which is to offer services relating to the B2B Scheme.

## 4.5 Process Descriptions

The naming conventions used in the following sections are described below:

The descriptions are based on the concepts of Process (Section 4.5), Process-step (Section 4.6), Dataset (Section 4.7) and Attribute (Section 4.8):

- A **Process** is defined as the realisation in an end-to-end approach of the major business functions executed by the different parties involved
- A **Process-step** is defined as the realisation of each step of one process executed by the parties involved in that step
- A **Dataset** is defined as a set of attributes required by the Rulebook
- An **Attribute** is defined as specific information to be used in the Rulebook

For facilitating the reading and the use of the Rulebook, structured identification-numbers are used as follows:

**Processes:** PR-xx, where xx represents the unique sequence number

**Process-steps:** PT-xx.yy, where yy is the unique sequence number of the Process-step inside Process xx

**Datasets:** DS-xx, where xx represent the unique sequence number

**Attributes:** AT-xx, where xx represents the unique sequence number

The values used above are only intended as an identifier. In any series of sequence numbers some values might not be present, as during the development of the Rulebook, some items were deleted and the remaining items were not renumbered.

The various processes and their steps are described with the aid of diagrams.

The following processes constitute the B2B Scheme: (□ eMandates)

<b>PR-01</b>	Issuing the Mandate
<b>PR-02</b>	Amendment of the Mandate
<b>PR-03</b>	Cancellation of the Mandate
<b>PR-04</b>	Collection of the Direct Debit Collection (covering both correct transactions and R-transactions arising from the processing of a Collection)
<b>PR-05</b>	Reversal of a Collection
<b>PR-06</b>	Obtain a copy of a Mandate

#### 4.5.1 Issuing the Mandate (PR-01)

- PT-01.01/02** The process for issuing and signing a Mandate is handled between the Creditor and the Debtor. It can be executed in a paper-based process (PT-01.01) or, by an electronic process (PT-01.02).
- PT-01.03** After acceptance by the Creditor, the Creditor must dematerialise the Mandate-related information, archive the document according to legal regulations and send the information on the Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4).
- PT-01.04** The Debtor Bank should request the Debtor to inform the Debtor Bank on any new B2B Mandate.
- The Debtor informs the Debtor Bank about the issuing of the new Mandate. The Debtor performs this step following arrangements agreed with the Debtor Bank.
- PT-01.05** The Debtor Bank must store the information received from the Debtor regarding the acceptance of the new Mandate by the Debtor together with the related instructions regarding the checking of Collections to be executed by the Debtor Bank (see section 4.5.4).
- PT-01.06** After PT-04.07, the Debtor Bank (optionally) may use this information for AOS for the Debtor (see section 4.5.4).

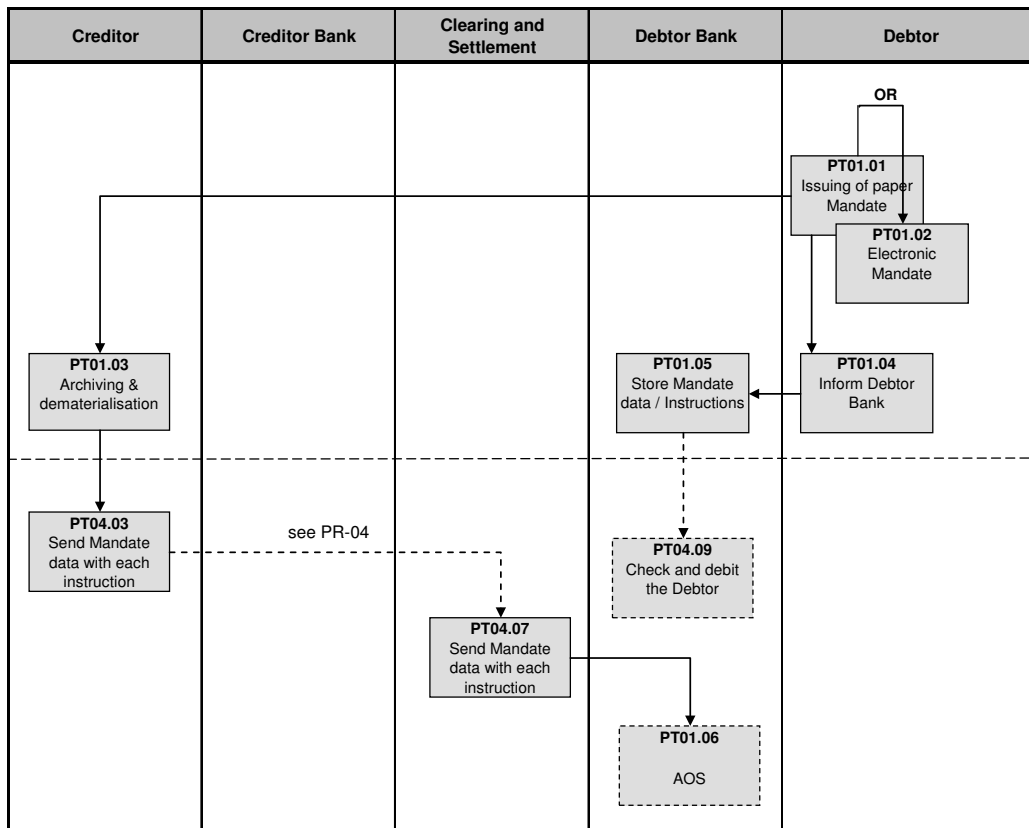


Figure 5: PR01 - Issuing the Mandate



## 4.5.2 Amendment of the Mandate (PR-02)

### (👁 e-Mandates)

- PT-02.01** The amendment of the Mandate is handled between the Creditor and the Debtor. AT-24 (in Section 0) contains the list of circumstances for amendment of a Mandate.
- PT-02.02** After acceptance by the Creditor, the Creditor must dematerialise the amended Mandate, archive the document, and send the information on the Mandate to the Creditor Bank as part of the next Collection, as described in PT-04.03.
- PT-02.03** The Debtor must inform the Debtor Bank about the amendment of the Mandate. The Debtor performs this obligation under the arrangements agreed with the Debtor Bank.
- PT-02.04** The Debtor Bank must store the information received from the Debtor regarding the acceptance of the amendment of the Mandate by the Debtor together with the related instructions regarding the checking of Collections to be executed by the Debtor Bank (see section 4.5.4).

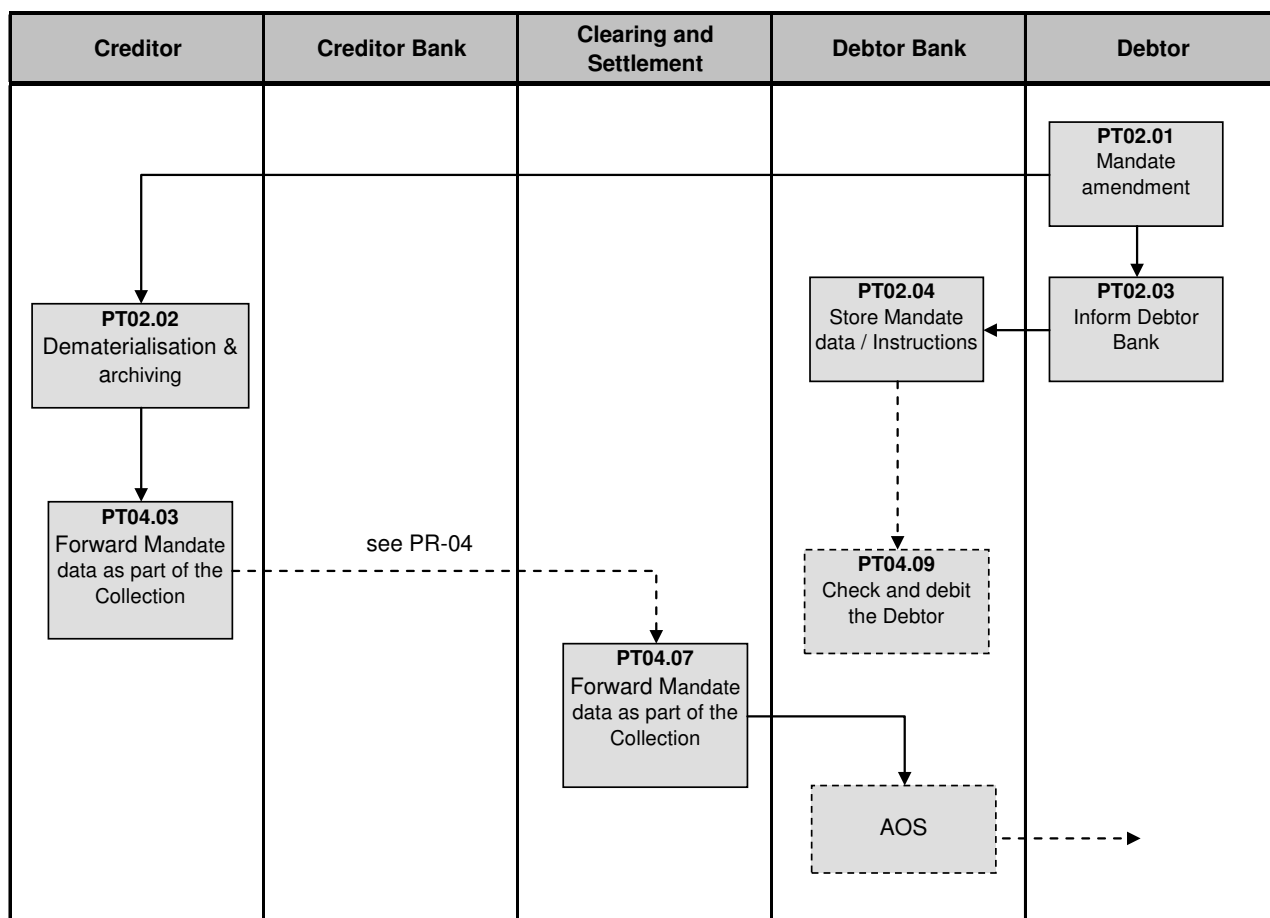


Figure 6: PR02 - Amendment of the Mandate

#### 4.5.3 Cancellation of the Mandate (PR-03)

##### (👁 e-Mandates)

- PT-03.01** The cancellation of the Mandate is carried out between the Creditor and the Debtor without the involvement of either of their banks.
- PT-03.02** The Debtor must inform the Debtor Bank of the cancellation of the Mandate. The Debtor performs this obligation under the arrangements agreed with the Debtor Bank.
- PT-03.03** The Debtor Bank must update the stored instructions received from the Debtor for the cancellation of the Mandate by the Debtor.
- PT-03.04** The archiving of the document confirming the cancellation is done by the Creditor.
- PT-03.05** The cancellation of the Mandate may be forwarded in the last Collection initiated by the Creditor under the Mandate involved in the cancellation, as described in PT-04.03.

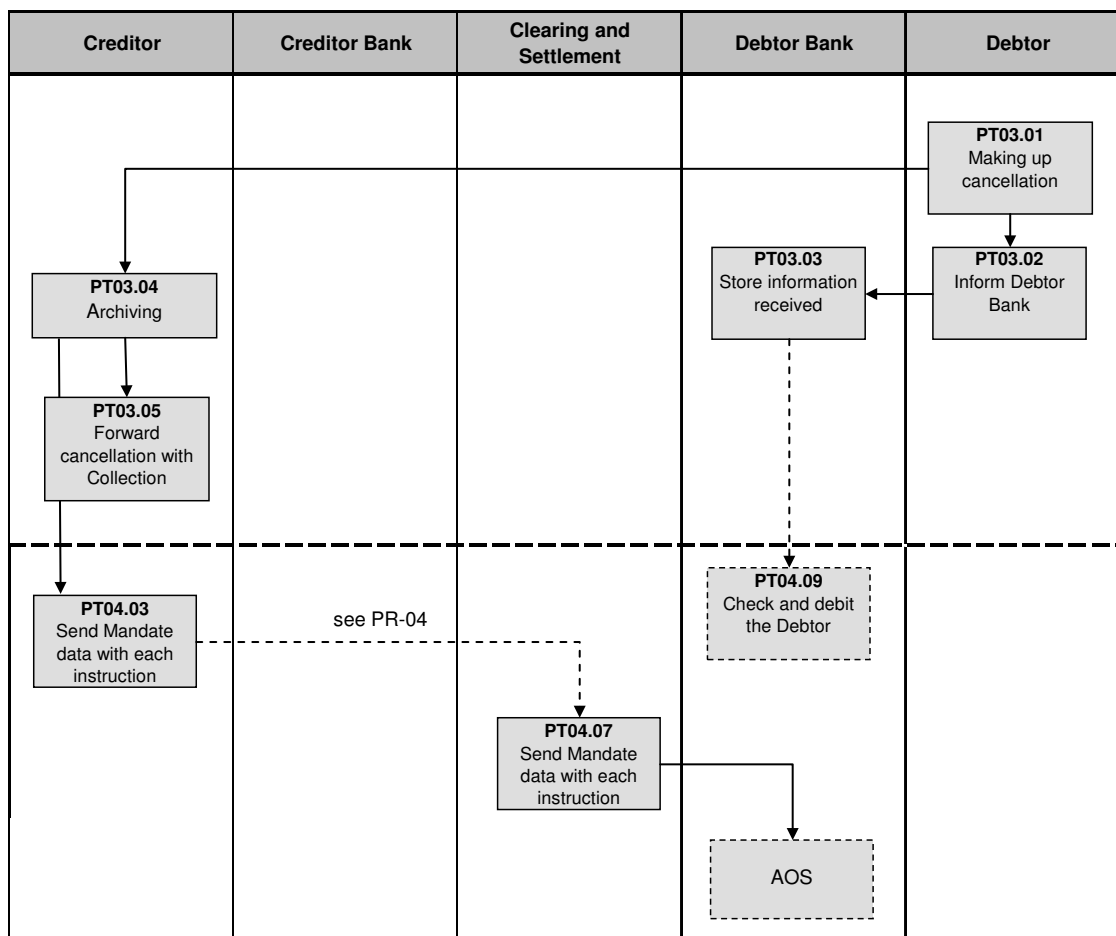


Figure 7: PR03 - Cancellation of the Mandate

#### 4.5.4 Collection of the Direct Debit Transaction (PR-04)

This process covers both correct transactions and R-transactions arising from the processing of a Collection.

- PT-04.01**      The Creditor generates the data for the Collection of the transactions.
- PT-04.02**      The Creditor pre-notifies the Debtor of the amount and date on which the Collection will be presented to the Debtor Bank for debit.
- PT-04.02bis**    The Debtor may instruct a Refusal to the Debtor Bank.
- PT-04.03**      The Creditor sends the Collections, including the Mandate-related information, to the Creditor Bank.
- PT-04.04**      The Creditor Bank Rejects some Collections received from Creditors.
- PT-04.05**      The Creditor Bank sends the Collections to the CSM.
- PT-04.06**      The CSM Rejects some Collections received from the Creditor Bank
- PT-04.07**      The CSM sends the Collections to the Debtor Bank in accordance with the Settlement Cycle.
- PT-04.08**      The Debtor Bank Rejects some Collections before Settlement.
- PT-04.09**      The Debtor Bank checks the Collection received and debits the Debtor's account with the amount of the transaction.
- PT-04.10**      The Debtor Bank sends the returned Collection back to the CSM after Settlement.
- PT-04.11**      The CSM sends the returned Collection back to the Creditor Bank.
- PT-04.12**      The Creditor Bank debits the Creditor with the amount of the returned Collection.
- PT-04.13**      The Creditor must handle the disputed Collection with the Debtor, without involvement of the banks.

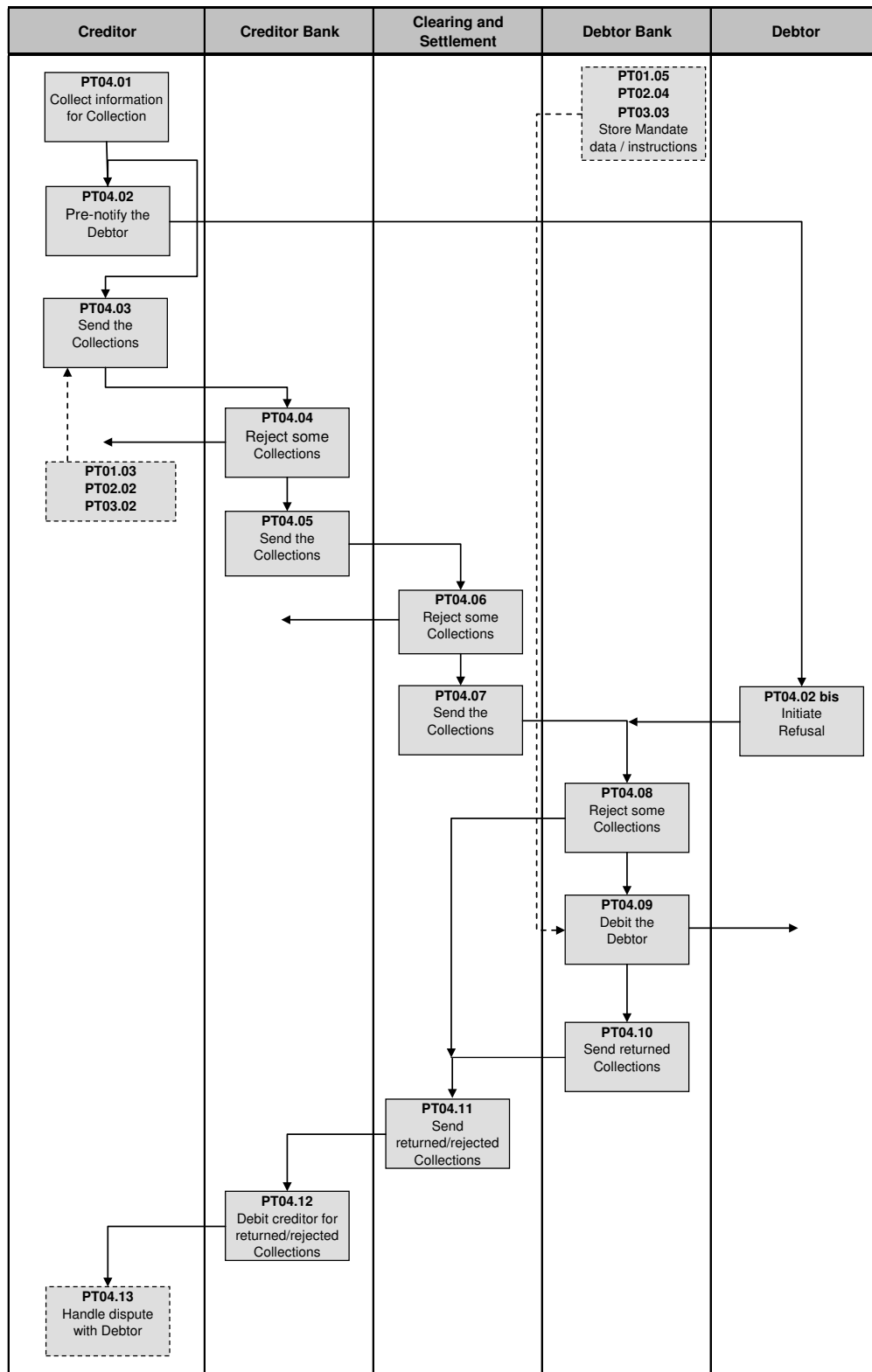


Figure 8: PR04 - Collection of Direct Debit

#### 4.5.5 Reversal of a Direct Debit Transaction (PR-05)

- PT-05.01** The Creditor initiates Reversals of settled Collections.
- PT-05.02** The Creditor Bank submits Reversals to the CSM for transactions that were collected by the Creditor by mistake.
- PT-05.03** The CSM forwards Reversals of settled Collections to the Debtor Bank.
- PT-05.04** The Debtor Bank credits the Debtor with the amount of the Reversal of a settled Collection, without any obligation to check if the original Collection has been debited from the Debtor's account or has been rejected or returned.

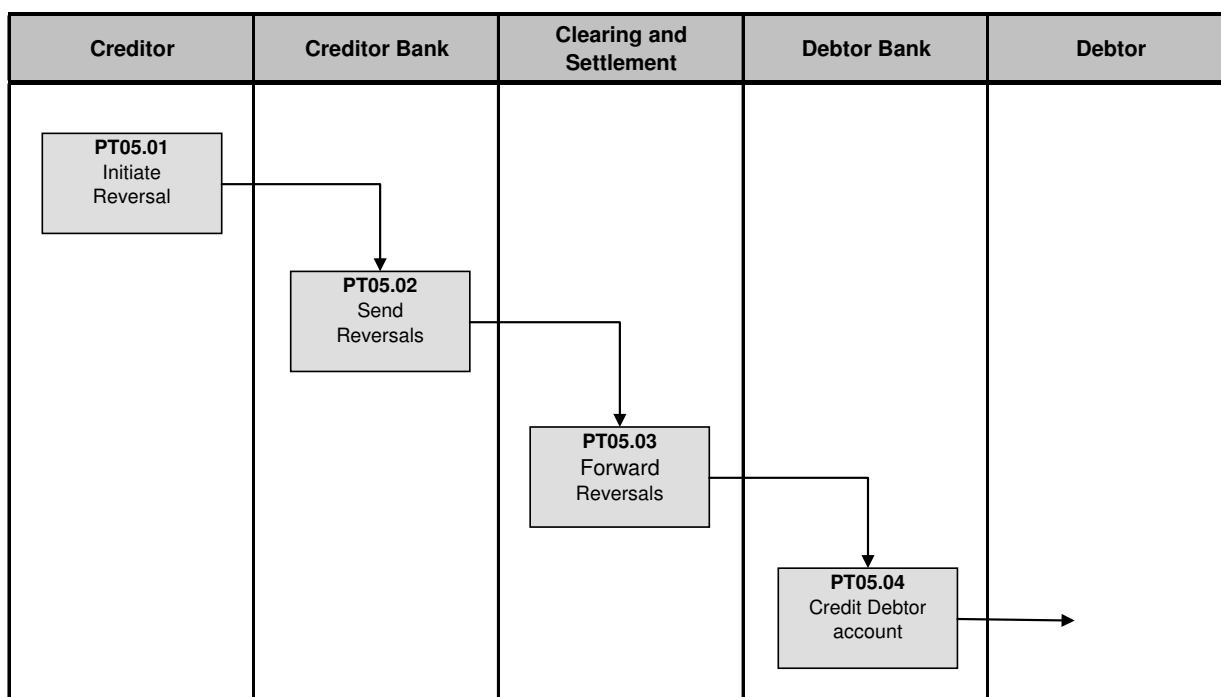


Figure 9: PR05 - Reversal of a Transaction

#### 4.5.6 PR-06 - Obtain a copy of a Mandate

- PT-06.01** Debtor Bank sends a request to the Creditor Bank for obtaining a copy of a Mandate.
- PT-06.02** Creditor Bank forwards the request to the Creditor.
- PT-06.03** Creditor sends the copy of the Mandate requested to the Creditor Bank.
- PT-06.04** Creditor Bank sends the copy of the Mandate requested to the Debtor Bank.

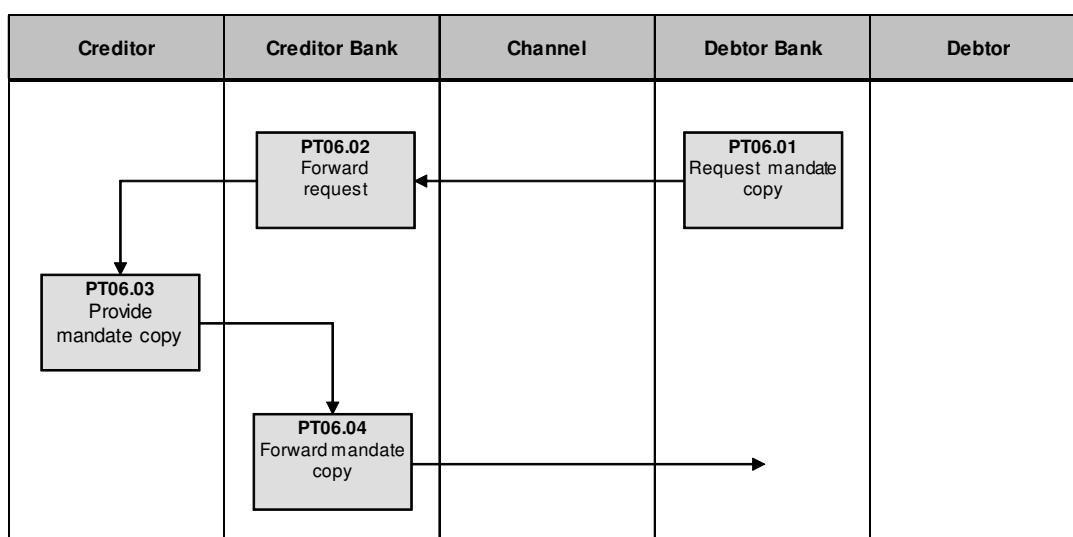


Figure 11: PR06 – Obtain a Copy of a Mandate

## 4.6 Description of the Process Steps

### 4.6.1 Issuing of the Mandate (PR-01)

#### PT-01.01 – The Issuing/Signing of a Paper Mandate

<b>Description</b>	<p>The initiative to issue a Mandate may be taken by either the Creditor or the Debtor.</p> <p>The Creditor must ensure that the Mandate document contains the mandatory legal wording and the mandatory set of information as specified in dataset DS-01: The Mandate.</p> <p>The Mandate document is standardised in content but not in layout.</p> <p>The Debtor must ensure that the mandatory set of information is filled in on the Mandate document. If the Unique Mandate Reference is not available at the point in time of signing of the Mandate, the Unique Mandate Reference must be provided by the Creditor to the Debtor before the first initiation of a Collection.</p> <p>The Debtor must sign the Mandate and give it to the Creditor.</p> <p>The Creditor is bound by his agreement with the Debtor, in the presentation of the instructions for Collection.</p>
<b>Starting day/time</b>	After Creditor registration and before Collection of the first Collection.
<b>Duration</b>	No limit
<b>Information Output</b>	The signed Mandate on paper

#### PT-01.02 – The Signing of a Mandate Electronically

<b>Description</b>	Procedures for the electronic signature of Mandate are subject to agreement between Scheme Participants.
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#### PT-01.03 – Dematerialisation/Archiving of Mandates

<b>Description</b>	<p>The Creditor dematerialises the paper Mandate. DS-02 describes the data to be dematerialised. The process of dematerialisation consists of the conversion of the written information on the paper Mandate into electronic data. It is strongly recommended that Creditors use proven techniques for this process, such as the double-keying of important information items, cross-checking between information items, etc.</p> <p>The paper version must be kept in a safe place during the existence of the Mandate. After cancellation, the Mandate must be stored by the Creditor according to the national legal requirements.</p> <p>The Creditor must send the information on the signed Mandates, after dematerialisation, to the Creditor Bank as part of each transaction based on this Mandate as described in PT04.03.</p>
<b>Starting day/time</b>	On receipt of the signed Mandate by the Creditor.
<b>Information Input</b>	The Mandate data.

**Information  
Output**

The dematerialised Mandate dataset (DS-02).

**PT-01.04 – The Debtor informing the Debtor Bank**

**Description**

This step is necessary when the Debtor Bank applies the practice, recommended by the B2B Scheme, to request its Debtors to inform the Debtor Bank on any new Mandate signed with Creditors. This recommendation relates to the fact that the time between the presentation of the first Collection on Due Date minus one Inter-Bank Business Day, and the related Due Date is very short to allow the Debtor Bank to agree with the Debtor on the acceptance of the Mandate and the checking needed for each Collection presented.

The Debtor Bank must at a minimum be able to check the correspondence between the Mandate data part of the Collections and the Mandate data received from the Debtor and stored for checking the next Collections.

When instructed by the Debtor Bank, the Debtor must inform the Debtor Bank on any new Mandate accepted, and instruct the Debtor Bank on the checking rules to be applied at the presentation of each Collection.

**Starting  
day/time**

At the signing of the Mandate by the Debtor.

**Information  
Input**

The Mandate signed.

**Information  
Output**

The Mandate related information and the instructions as requested by the Debtor Bank.

**PT-01.05 – The Debtor Bank storing the Mandate data and the related instructions**

**Description**

The Debtor Bank must store the information received from the Debtor regarding the acceptance of the new Mandate by the Debtor together with the related instructions for the checking of Collections to be executed by the Debtor Bank (see section 4.5.4).

**Starting  
day/time**

On receipt of the information on the signed Mandate by the Debtor Bank.

**Information  
Input**

The Mandate data received with the instructions.

**Information  
Output**

The stored Mandate data and the related instructions.

## 4.6.2 Amendment of the Mandate (PR-02)

**PT-02.01 – Mandate Amendment Handled Between Creditor and Debtor**

**Description**

The amendment of the Mandate is agreed between the Creditor and the Debtor and may be necessary for various reasons. See the description of AT-24 in Section 4.8 for reasons.



## PT-02.02 – Mandate Amendment Procedures

<b>Description</b>	<p>The Creditor must dematerialise the Mandate, archive the document, and send the information on the amended Mandate to the Creditor Bank if the changes in the Mandate are of any concern for the Creditor Bank or for the Debtor Bank, as part of the next Collection.</p> <p>The Creditor or the Debtor can amend the Mandate at any time.</p> <p>The amendments of the Mandate that are of concern for the Creditor Bank or for the Debtor Bank, are the following :</p> <ul style="list-style-type: none"> <li>• The Creditor needs to change the unique Mandate reference of an existing Mandate because of internal organisational changes (restructuring)</li> <li>• The Creditor identity has changed due to the merger, acquisition, spin-off or organisational changes</li> <li>• The Creditor has changed his name</li> <li>• The Debtor decides to use another account within the same bank or in another bank</li> </ul> <p>The Creditor and the Debtor are responsible and liable for the amendment of the Mandate characteristics for which they are responsible should one or more of these characteristics change during the lifetime of the Mandate.</p> <p>When the identity of the Creditor has changed because of merger or acquisition, the ‘new’ Creditor must inform the Debtor of the related mandate amendments by any means (letter, mail ...) to avoid any further dispute by the Debtor on a Collection, not recognizing the Creditor name or identifier on his account statement</p> <p>The Creditor must issue a direct debit identified as a first direct debit when the cause of the amendment is that the Debtor decides to use another account in another bank though the time cycle is not different.</p>
<b>Information Output</b>	The Mandate amendment data sent by the Creditor as part of the next Collection.

## PT-02.03– The Debtor informing the Debtor Bank

<b>Description</b>	<p>The Debtor is obliged to inform the Debtor Bank on an amendment of a Mandate agreed with the Creditor, when the amendment is changing one or more of the attributes mentioned in the description of AT-24.</p> <p>The Debtor Bank must at a minimum be able to check the correspondence between the Mandate data part of the Collections and the Mandate data stored.</p> <p>When instructed by the Debtor Bank, the Debtor must inform the Debtor Bank on any Mandate amendment accepted.</p>
<b>Starting day/time</b>	At the signing of the amendment of the Mandate by the Debtor
<b>Information Input</b>	The Mandate amendment signed.
<b>Information Output</b>	The Mandate amendment related information and the instructions as requested by the Debtor Bank

PT-02.04 – The Debtor Bank storing the amended Mandate data and the related instructions

<b>Description</b>	The Debtor Bank must store the information received from the Debtor regarding the amendment of the Mandate by the Debtor together with the related instructions regarding the instructions for the checking of Collections to be executed by the Debtor Bank (see section 4.5.4).
<b>Starting day/time</b>	On receipt of the information on the amended Mandate by the Debtor Bank.
<b>Information Input</b>	The Mandate amendment data received with the instructions.
<b>Information Output</b>	The stored Mandate amendment data and the related instructions.

#### 4.6.3 Cancellation of the Mandate (PR-03)

PT-03.01 – Mandate Cancellation between Creditor and Debtor

<b>Description</b>	The cancellation of the Mandate is carried out by the Creditor and the Debtor without the direct involvement of either of their banks.
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PT-03.02 – The Debtor informing the Debtor Bank

<b>Description</b>	The Debtor is obliged to inform the Debtor Bank on the cancellation of a Mandate
<b>Starting day/time</b>	At the cancellation of the Mandate by the Debtor
<b>Information Input</b>	The Mandate cancellation.
<b>Information Output</b>	The Mandate cancellation related information and the instructions as requested by the Debtor Bank

PT-03.03 – The Debtor Bank storing the data on the Mandate cancellation and the related instructions

<b>Description</b>	The Debtor Bank must store the information received from the Debtor regarding the cancellation of the Mandate by the Debtor together with the related instructions regarding the instructions for the checking of Collections to be executed by the Debtor Bank (see section 4.5.4).
<b>Starting day/time</b>	On receipt of the information on the cancellation of the Mandate by the Debtor Bank.
<b>Information Input</b>	The Mandate cancellation data received with the instructions.
<b>Information Output</b>	The stored Mandate cancellation data and the related instructions.

#### PT-03.04 – Cancellation /Archiving by Creditor

**Description** The archiving of the cancellation is executed by the Creditor. After the cancellation of the Mandate, the signed paper Mandate must be stored by the Creditor according to the applicable national legal requirements.

#### 4.6.4 Collection of the Direct Debit Transaction (PR-04)

##### (👁 e-Mandates)

#### PT-04.01 – Generation of Collection Data by Creditor

**Description** The Creditor prepares the Collection of Direct Debit Transactions to be sent to the Creditor Bank. The data to be used in the Collection is described in DS-03.

**Starting day/time** At any date

**Duration** No limits

**Information Output** The instruction for Collection, containing the data of DS-03.

#### PT-04.02 – Creditor to Debtor Pre-notification

**Description** Prior to the sending of the Collection to the Creditor Bank, the Creditor notifies the Debtor of the amount and due date. This notification may be sent together with or as part of other commercial documents (e.g. an invoice) or separately.

The Pre-notification could also include:

- The schedule of payments for a number of repetitive direct debits for an agreed period of time
- An individual advice of a Collection for collection on a specified Due Date

The Creditor and the Debtor may agree on another time-line for the sending of the pre-notification.

**Duration** No limit.

**Closing day/time** The Pre-notification must be sent by the Creditor at the latest 14 Calendar Days before the Due Date unless another time-line is agreed between the Debtor and the Creditor.

**Rules applied:** See Section 4.3 for the general time cycle of the direct debit process.

#### PT-04.02 bis – Debtor May Instruct Refusal to Debtor Bank

<b>Description</b>	<p>The Debtor may instruct the Debtor Bank to refuse any future Collection, based on any information received.</p> <ul style="list-style-type: none"> <li>• This Refusal must be made before Settlement. When the Debtor Bank handles the instruction prior to inter-bank Settlement, the Refusal results in the Debtor Bank rejecting the associated Collection: see PT-04.08.</li> <li>• When handled after inter-bank Settlement, the Refusal results in a Return of the associated Collection, to be settled by preference on Due Date, but never later than D+2 Inter-Bank Business Days.</li> </ul>
<b>Starting day/time</b>	After the receipt of the Pre-notification by the Debtor or any other source of information about the Collection presented by the Creditor.
<b>Duration</b>	For the B2B Scheme: allowed up to and including Due Date , but the precise time limit is to be agreed between the Debtor Bank and the Debtor

#### PT-04.03 – Creditor Sends Collection Data to Creditor Bank, Including the Mandate-Related Information

<b>Description</b>	<p>The Creditor prepares one or more Collections to send to its bank, according to their bilateral agreement. A Creditor may not put forward to the Creditor Bank more than one Collection (or, where payment is made in instalment, set of Collections) in respect of a single amount due from the Debtor.</p> <p>The Mandate-related information for new Mandates or amended Mandates (if needed, see PR-02) must be sent as part of all the Collections. The cancellation-code, indicating that this is the last Collection (see PR-03) under the Mandate, due to the cancellation of the Mandate, must also be sent as part of the last Collection.</p> <p>The Creditor must transmit the mandatory set of information as described in detail in DS-03.</p>
<b>Starting day/time</b>	<p>14 Calendar Days before Due Date, unless defined in a bilateral agreement between the Creditor Bank and the Creditor, in line with the B2B Scheme time cycle.</p> <p>The Creditor is allowed to send the Collection to the Creditor Bank once the Mandate has been signed and when the Pre-notification has been sent in time (see PT-04.02) to the Debtor.</p> <p>The Creditor Bank must inform the Creditor about the Cut-off Time and time-cycle to be respected for the Collections (see Section 4.3).</p>
<b>Duration</b>	14 Calendar Days unless otherwise agreed between the Creditor Bank and the Creditor.
<b>Closing day/time</b>	At the latest on D-1 Inter-Bank Business Day for any Collection in order to allow the CSM used by the Creditor Bank to forward the Collection to the Debtor Bank on D-1 Inter-Bank Business Day at the latest.
<b>Information Input</b>	The instruction for Collection, containing the data of DS-03.
<b>Information Output</b>	The instruction for Collection, containing the data of DS-03.

#### PT-04.04 – Reject of Collections Containing Errors

<b>Description</b>	<p>The Creditor Bank must check the syntax of the instructions on receipt of the File. If the Creditor Bank detects syntax errors in the instructions received, the instructions involved will be sent back to the Creditor for correction. The Creditor can make the necessary corrections and input the same instructions in another File.</p> <p>When a rejected Collection is a first of a recurrent series of direct debits, the Collection, when represented after correction, must be presented as a first of a recurrent series of direct debits.</p> <p>When a rejected Collection is a one-off direct debit, the Collection, when represented after correction, must be presented as a one-off direct debit.</p>
<b>Starting day/time</b>	The day of receipt of the instructions from the Creditor, or in the following days as agreed between the Creditor Bank and the Creditor.
<b>Information Input</b>	The instruction for Collection containing the data of DS-03.
<b>Information Output</b>	The message for rejection of a Collection containing the data of DS-05.

#### PT-04.05 – Creditor Bank Sends Collections to the CSM

<b>Description</b>	Based on the Collections received from the Creditor, the Creditor Bank must send the Collections containing the mandatory information to the CSM, as described in DS-04. Only one Collection may be sent to the CSM for each Collection received from the Creditor.
<b>Starting day/time</b>	After process step PT04.03.
<b>Duration</b>	No limit
<b>Closing day/time</b>	D - 1 Inter-Bank Business Day at the latest for all Collections in order to allow the CSM used by the Creditor Bank to forward the Collection to the Debtor Bank on D - 1 Inter-Bank Business Day at the latest. In the case of late presentment by the Creditor, the Creditor Bank must replace, in agreement with the Creditor, the outdated Due Date by a new Due Date in order to respect the time-cycle requirements as defined in Section 4.3.
<b>Information Input</b>	The instruction for Collection, containing the data of DS-04.
<b>Information Output</b>	The instruction for Collection, containing the data of DS-04.

#### PT-04.06 – Rejection of Instructions by CSM to Creditor Bank

<b>Description</b>	<p>The CSM uses the rule on the unique B2B Scheme format for inter-bank Collections for the control of the instructions received from the Creditor Bank. It will reject instructions containing errors, returning such instructions to the Creditor Bank.</p> <p>When a rejected Collection is a first of a recurrent series of direct debits, the Collection, when represented after correction, must be presented as a first of a recurrent series of direct debits.</p> <p>When a rejected Collection is a one-off direct debit, the Collection, when represented after correction, must be presented as a one-off direct debit.</p>
<b>Starting Day/time</b>	Date of the reception of the instructions from the Creditor Bank, or in the following days as agreed in the rules of the CSM.
<b>Information Input</b>	The instruction for Collection, containing the data of DS-04.
<b>Information Output</b>	The message for rejection of a Collection, containing the data of DS-05.

#### PT-04.07 – Collection Data is sent from CSM to the Debtor Bank

<b>Description</b>	<p>The CSM, after having checked and accepted the Files containing the Collections, sends the Collections received from all the Creditor Banks to the Debtor Bank. The Settlement resulting from these Collections is executed on day D by crediting the Creditor Bank and debiting the Debtor Bank.</p> <p>The timing for crediting the Creditor for the Collections is outside of the scope of the B2B Scheme.</p>
<b>Starting day/time</b>	D-14 Calendar Days
<b>Closing day/time</b>	D-1 Inter-Bank Business Day at the latest for all Collections.
<b>Information Input</b>	The instruction for Collection, containing the data of DS-04.
<b>Information Output</b>	The instruction for Collection, containing the data of DS-04.

PT-04.08 – Debtor Bank Sends Rejected Collections back to the CSM
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<b>Description</b>	<p>See attribute AT-R3 for the description of the reasons for Reject and the corresponding values of the reason code.</p> <p>When a rejected Collection is a first of a recurrent series of direct debits, the Collection, when represented after correction, must be presented as a first of a recurrent series of direct debits.</p> <p>When a rejected Collection is a one-off direct debit, the Collection, if re-presented by the Creditor after correction, must be presented.</p>
<b>Starting day/time</b>	Day of reception.
<b>Closing day/time</b>	Before inter-bank Settlement.
<b>Information Input</b>	The instruction for Collection, containing the data of DS-04.
<b>Information Output</b>	The message for rejection of a Collection, containing the data of DS-05.

## PT-04.09 – Debtor Bank checks the Collection and Debits the Debtor

### Description

The Debtor Bank must make clear arrangements with the Debtor on the checks to be executed for each Collection presented by the Creditor Bank.

These checks must include the following rules for determining whether Collections are authorised under the Mandate:

1. The Mandate signed by the Debtor and the Mandate data supplied by the Creditor as part of the Collection, must be compared for the attributes relevant for the expression of consent. The Mandate data from the Creditor can be obtained from the Mandate related data part of the Collection. The relevant attributes are the following:

Reference	Attribute of the Mandate	Checking instruction
AT-20	The Identification Code of the B2B Scheme	Must be identical, equal to "B2B"
AT-01	The Unique Mandate Reference	Must be identical
AT-02	The Identifier of the Creditor	Must be identical
AT-07	The Account Number of the Debtor (IBAN)	Must be identical
AT-13	BIC Code of the Debtor Bank	Must be identical
AT-21	The Transaction Type	If recurrent Collections would be presented for a one-off Mandate, the successive Collections presented after the first Collection, are not covered by the Mandate

The Debtor and the Debtor Bank may agree to include other attributes for verification purposes.

2. The Mandate should not have been cancelled by the Debtor or by the Creditor at the moment of the debiting for the Collection.

3. When the Mandate has been amended by one of the parties, the amended Mandate attributes should be taken into account.

When no correspondence is found between the two sets of Mandate data, the Debtor Bank must act in accordance with the instructions received from the Debtor.

When correspondence is found, the Debtor Bank may debit the account of the Debtor for the amount of the instruction on the Due Date specified and makes the information on the direct debit executed available to the Debtor as agreed.

It is the responsibility of the Debtor Bank to ensure that the Debtor is not a consumer before debiting his account. The Debtor Bank has no refund right under the Scheme in case a consumer account is debited in error. In any case, the Debtor keeps his rights as defined in the Payments Services Directive against the Debtor Bank.

### Starting day/time

Day D

### Duration

2 Inter-Bank Business Days.

### Closing day/time

Day D + 2 Inter-Bank Business Days at the latest, in order to respect the time-cycle, where the Settlement of the Returns must take place at the latest on D+2 Inter-Bank Business Days.



**Information Input** The instruction for Collection, containing the data of DS-04, according to the description of DS-06.

**Information Output** The information to the Debtor.

#### PT-04.10 – Debtor Bank Sends Returned Collection Back to the CSM

**Description** If for any reason which is likely to be reasonably acceptable to all Participants, the Debtor Bank cannot debit the account, the instruction must be returned to the CSM with the reasons for the Return. See AT-R3 described in section 4.8 for the definition of these reasons.

The Debtor Bank sends the returned Collection back to the CSM

The B2B Scheme imposes obligations on the Debtor Banks to check the Collections received in respect of a Debtor's account as described in PT-04.09. Debtor Banks may agree on complementary checking obligations with Debtors out of scope of the B2B Scheme.

**Starting day/time** Day D

**Duration** 2 Inter-Bank Business Days

**Closing day/time** Day D + 2 Inter-Bank Business Days at the latest in order to respect the time cycle where the Settlement of the Returns must take place at the latest on D + 2 Inter-Bank Business Days.

**Information Input** The instruction for Collection, containing the data of DS-04.

**Information Output** The message for Return of a Collection, containing the data of DS-05.

#### PT-04.11 – CSM Sends Rejected or Returned Collection Back to Creditor Banks

**Description** The CSM sends the rejected or returned Collection back to the Creditor Bank. The Settlement takes place by debiting the Creditor Bank and crediting the Debtor Bank.

**Information Input** The message for Reject/Return of a Collection, containing the data of DS-05.

**Information Output** The message for Reject/Return of a Collection, containing the data of DS-05.

#### PT-04.12 – Creditor Bank Debits Creditor with Rejected or Returned Collection

<b>Description</b>	The Creditor Bank must debit the rejected and returned Collections to the Creditor only if the Creditor's account has already been credited. If the account of the Creditor for whatever reason could not be debited, the unpaid Reject/Return becomes a credit risk for the Creditor Bank to be recovered from the Creditor, or the Creditor Bank must take the loss, as the Creditor Bank is not allowed to debit the Debtor Bank for the unpaid Reject/Return.
<b>Information Input</b>	The message for Reject/Return of a Collection, containing the data of DS-05.
<b>Information Output</b>	The information to the Creditor.

#### 4.6.5 Payment of a Reversal (PR-05)

##### PT-05.01 – Creditor Initiates Reversals of Settled Transactions

<b>Description</b>	Reversals are initiated by the Creditor after Settlement of the original B2B Scheme instruction, when the Creditor notices that the instructions should not have been presented for one of the reasons described in section 4.8 AT-31.
<b>Starting day/time</b>	Date D = Due Date = Settlement date.
<b>Closing day/time</b>	Date D+5 Inter-Bank Business Days (to be counted end-to-end from PT-05.01 to PT-05.03 inclusive)
<b>Information Output</b>	The Reversals for the payment by the Creditor in order to allow the Creditor Bank to populate DS-07 on the inter-bank level. The Reversal contains the reference of the original Collection to allow the Debtor to make the reconciliation between the Reversal and the original Collection.

##### PT-05.02 – Creditor Bank Submits Reversals to the CSM and Debits the Creditor's Account

<b>Description</b>	The Creditor Bank forwards Reversals to the CSM. As the Reversal process is based on an exception handling and should stay an exceptional process, Creditor Banks should carefully monitor the use of this process, in order to avoid abuse of the exception handling system by Creditors for reasons other than those set out in section 4.3.5
<b>Starting day/time</b>	Date D, after PT-05.01
<b>Closing day/time</b>	Date D+5 Inter-Bank Business Days (to be counted end-to-end from PT-05.01 to PT-05.03 inclusive)
<b>Information Input</b>	The Reversals for the payment (DS-03).
<b>Information Output</b>	The Reversals for the payment (DS-07).

PT-05.03 – CSM Forwards Reversals to Debtor Bank
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<b>Description</b>	The CSM settles the Reversals (by debiting the Creditor Bank and crediting the Debtor Bank) and forwards Reversals to the Debtor Bank.
<b>Starting day/time</b>	Date D, after PT-05.02
<b>Closing day/time</b>	Date D+5 Inter-Bank Business Days + the time needed for the CSM to handle (forward and settle) the Reversals (counted end-to-end from PT-05.01 to PT-05.03 inclusive).
<b>Information Input</b>	The Reversals for the payment (DS-07).
<b>Information Output</b>	The Reversals for the payment (DS-07).

PT05.04 – Debtor Bank Credits Debtor for Reversal of a Transaction
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<b>Description</b>	The Debtor Bank credits the account of the Debtor. The B2B Scheme does not oblige the Debtor Bank to check whether the original Collection has been debited to the Debtor's account or has been rejected or returned.
<b>Starting day/time</b>	Date D, after PT05.03.
<b>Closing day/time</b>	Date D+n (unlimited for the B2B Scheme)
<b>Information Input</b>	The Reversals for the payment (DS-07).
<b>Information Output</b>	The information to the Debtor, according to the description of DS-06.

#### 4.6.6 Obtain a copy of a Mandate (PR-06)

PT-06.01 – Debtor Bank sends a request to the Creditor Bank for obtaining a copy of a Mandate and any associated amendments

<b>Description</b>	<p>The Debtor Bank sends a request to the Creditor Bank for obtaining from the Creditor a copy of a Mandate and any associated amendments.</p> <p>The accepted technical channels for sending the request are the following :</p> <ol style="list-style-type: none"> <li>1. The suitable SWIFT message as the default option</li> <li>2. E-mail with formatted template</li> <li>3. Fax transmission with formatted template</li> <li>4. Any other means agreed between both parties, the Debtor bank and the Creditor Bank</li> </ol> <p>The Debtor Bank may always use the SWIFT message, or one of the channels indicated by the Creditor Bank in Reference and Routing Directories provided by CSMs or other providers of such routing information.</p>
<b>Starting day/time</b>	At any moment, when a Debtor and/or a Debtor Bank identify the need to receive a copy of a Mandate
<b>Duration</b>	No limit for the Scheme
<b>Information Input</b>	<p>The request as described:</p> <p>For the SWIFT message: in DS-10</p> <p>For the e-mail and for the fax: in DS-11</p>

PT-06.02 – Creditor Bank forwards the request to the Creditor

<b>Description</b>	The Creditor Bank receives the request for a Mandate copy and forwards it to the Creditor.
<b>Starting day/time</b>	After the previous step.
<b>Duration</b>	Maximum 3 Banking Business Days
<b>Information Input</b>	The original request message from the Debtor Bank as described in DS-10 or in DS-11.
<b>Information Output</b>	The request message in any format agreed between the Creditor bank and the Creditor.

**PT-06.03 – Creditor provides the copy of the Mandate requested to the Creditor Bank**

<b>Description</b>	<p>The Creditor provides a copy of the requested Mandate, and take one of the following actions:</p> <ol style="list-style-type: none"> <li>1. Send a copy of the requested Mandate</li> <li>2. Indicate why a copy cannot be provided. <ul style="list-style-type: none"> <li>• The response must be sent to the Creditor Bank by using a technical channel agreed between the Creditor Bank and the Creditor.</li> </ul> </li> </ol> <p>The Creditor Bank must forward the response received from the Creditor to the Debtor Bank, while using the channel indicated by the Debtor Bank in the request message.</p>
<b>Starting day/time</b>	On receipt of the request.
<b>Duration</b>	Maximum 7 Banking Business Days
<b>Information Input</b>	The request in a technical channel agreed with the Creditor Bank.
<b>Information Output</b>	<p>Either the copy of the requested Mandate,</p> <p>Or the response request message explaining why the request cannot be satisfied as described in DS-10 (while using the SWIFT message), or in DS-11 (while using email or fax).</p>

**PT-06.04 – Creditor Bank sends the copy of the Mandate requested to the Debtor Bank**

<b>Description</b>	After the receipt of the response from the Creditor, the Debtor Bank may use the mandate copy for the intended use.
<b>Starting day/time</b>	After the receipt of the response to the request for a copy of a mandate
<b>Information Input</b>	The response containing the copy of the Mandate or other supporting information received from the Creditor.
<b>Information Output</b>	The request message in any format accepted by the Debtor Bank.

## 4.7 Business Requirements for Datasets

This section is focussed on stating the business requirements for the data elements used by the B2B Scheme.

### 4.7.1 List of Sets of Data Requirements (👁 e-Mandates)

<b>DS-01</b>	The Mandate.
<b>DS-02</b>	The dematerialised Mandate.
<b>DS-03</b>	Business Customer to bank Collection
<b>DS-04</b>	The inter-bank Collection
<b>DS-05</b>	Direct debit Rejection or Return of a Collection or a Reversal.
<b>DS-06</b>	Bank to Business Customer Direct Debit Information
<b>DS-07</b>	The inter-bank Reversal for a Collection by the Creditor.
<b>DS-08</b>	The request and response message for the inquiry procedure
<b>DS-09</b>	The request and response template for the inquiry procedure
<b>DS-10</b>	The request message for obtaining a copy of a Mandate
<b>DS-11</b>	The template for the request and the response for obtaining a copy of a Mandate

## 4.7.2 DS-01 - The Mandate

SEPA Business-to-Business Direct Debit Mandate		CREDITOR'S NAME & LOGO		
<div style="border: 1px solid black; width: 100px; height: 15px; margin: 0 auto;"></div> <small>Mandate reference - to be completed by the creditor</small>				
<p>By signing this mandate form, you authorise (A) {NAME OF CREDITOR} to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from {NAME OF CREDITOR}.</p> <p>This mandate is only intended for business-to-business transactions. You are not entitled to a refund from your bank after your account has been debited, but you are entitled to request your bank not to debit your account up until the day on which the payment is due.</p> <p>Please complete all the fields marked *.</p>				
<b>Your name</b> <small>Your name</small>	* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 1 <small>Name of the debtor(s)</small> <small>Name of the debtor(s)</small>			
<b>Your address</b> <small>Your address</small>	* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 2 <small>Street name and number</small> <small>Street name and number</small>			
	* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 3 <small>Postal code</small> <small>City</small> <small>Postal code</small> <small>City</small>			
	* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 4 <small>Country</small> <small>Country</small>			
<b>Your account number</b> <small>Your account number</small>	* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 5 <small>Account number - IBAN</small> <small>Account number - IBAN</small>			
	* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 6 <small>SWIFT BIC</small>			
<b>Creditor's name</b> <small>Creditor's name</small>	* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 7 <small>Creditor name</small> <small>Creditor name</small>			
	* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 8 <small>Creditor Identifier</small> <small>Creditor Identifier</small>			
	* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 9 <small>Street name and number</small> <small>Street name and number</small>			
	* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 10 <small>Postal code</small> <small>City</small> <small>Postal code</small> <small>City</small>			
	* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 11 <small>Country</small> <small>Country</small>			
<b>Type of payment</b> <small>Type of payment</small>	* Recurrent payment <input type="checkbox"/> or One-off payment <input type="checkbox"/> 12 <small>Recurrent payment</small> <small>or</small> <small>One-off payment</small>			
<b>City or town in which you are signing</b> <small>City or town in which you are signing</small>	<div style="border: 1px solid black; width: 100%; height: 15px;"></div> 13 <small>Location</small> <small>Location</small>	Date * <div style="border: 1px solid black; width: 100%; height: 15px; text-align: center;">D D M M Y Y</div> <small>Date</small>		
<b>Please sign here</b> <small>Signatures</small>	* <div style="border: 1px solid black; width: 100%; height: 40px;"></div>			
<p>Details regarding the underlying relationship between the Creditor and the Debtor - for information purposes only.</p> <p><i>Details regarding the underlying relationship between the Creditor and the Debtor - for information purposes only.</i></p>				
<b>Debtor identification code</b> <small>Debtor identification code</small>	<div style="border: 1px solid black; width: 100%; height: 15px;"></div> 14 <small>For business users: write any code number here which you wish to have quoted by your bank.</small> <small>For business users: write any code number here which you wish to have quoted by your bank.</small>			
<b>Person on whose behalf payment is made</b> <small>Person on whose behalf payment is made</small>	<div style="border: 1px solid black; width: 100%; height: 15px;"></div> 15 <small>Name of the Debtor Reference Party: If you are making a payment in respect of an arrangement between {NAME OF CREDITOR} and another person (e.g. where you are paying the other person's bill) please write the other person's name here.</small> <small>If you are paying on your own behalf, leave blank.</small> <small>Debtor Reference Party: If you are making a payment in respect of an arrangement between {NAME OF CREDITOR} and another person (e.g. where you are paying the other person's bill) please write the other person's name here.</small> <small>If you are paying on your own behalf, leave blank.</small>			
	<div style="border: 1px solid black; width: 100%; height: 15px;"></div> 16 <small>Identification code of the Debtor Reference Party</small> <small>Identification code of the Debtor Reference Party</small>			
<b>Party on whose behalf the Creditor collects the payment</b>	<div style="border: 1px solid black; width: 100%; height: 15px;"></div> 17 <small>Name of the Creditor reference party: Creditor must complete this section if collecting payment on behalf of another party.</small> <small>Name of the Creditor reference party: Creditor must complete this section if collecting payment on behalf of another party.</small>			
	<div style="border: 1px solid black; width: 100%; height: 15px;"></div> 18 <small>Identification code of the Creditor Reference Party</small> <small>Identification code of the Creditor Reference Party</small>			
<b>In respect of the contract</b> <small>In respect of the contract:</small>	<div style="border: 1px solid black; width: 100%; height: 15px;"></div> 19 <small>Identification number of the underlying contract</small> <small>Identification number of the underlying contract</small>			
	<div style="border: 1px solid black; width: 100%; height: 15px;"></div> 20 <small>Description of contract</small> <small>Description of contract</small>			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: 1px solid black; padding: 5px;"> <b>Please return to:</b>  XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX </td> <td style="width: 50%; border: 1px solid black; padding: 5px;"> <b>Creditor's use only</b>  XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX </td> </tr> </table>			<b>Please return to:</b> XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	<b>Creditor's use only</b> XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
<b>Please return to:</b> XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	<b>Creditor's use only</b> XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			

Figure 11: Illustration of a B2B Direct Debit Mandate

**Description**

The Mandate is defined in section 4.1.

The Mandate document must contain the field identifiers, followed by the necessary blank space in which to fill the required data items. The identifiers on the Mandates must be in at least one and up to three languages of the country of residence of the Debtor, together with English if the Creditor is not able to determine with reasonable certainty the language of the Debtor in advance of the Mandate being created. It can be issued in a personalised way by the Creditor, already containing the data items specific for the Creditor.

The design of Mandates must comply with the requirements set out below.

The B2B Scheme does not standardise the font or colours used in the Mandate, although the Creditor should always ensure that the Mandate information is clearly legible.

Any specific detailed agreement articles for the Creditor/Debtor relationship must be placed outside the content of lines 1 to 16 as indicated on the illustration in Figure 11 (see 'Creditor's use only' below). The reverse side of a Mandate must not set out any information that might be misunderstood by the Debtor to be part of the Mandate.

The B2B Scheme requires the Mandate to have a clear heading entitled "SEPA Business to Business Direct Debit Mandate". The presence of the word "SEPA" is mandatory in the heading. The word can be present in two ways: or as part of the form name as in the illustration above, or by adding 'SEPA' between brackets in front or behind the form name.

The following attributes are to be contained within the Mandate in the line order shown:



Mandate attributes:

- Unique Mandate reference
- Name of the Debtor (line 1)
- Address of the Debtor (line 2)
- Postal code/city of the Debtor (line 3)
- Debtor's country of residence (line 4)
- Debtor's account number IBAN (line 5)
- The BIC code of the Debtor Bank (line 6)
- Creditor company name (line 7)
- Creditor's identifier (line 8)
- Creditor's address street and number (line 9)
- Creditor's postal code and city (line 10)
- Country of the Creditor (line 11)
- Type of payment (line 12)
- Signature place and time (line 13)
- Signature(s)

Additional attributes for information only:

- Debtor identification code (line 14)
- Name of the Debtor Reference Party (line 15)
- Identification code of the Debtor Reference Party (line 16)
- Name of the Creditor Reference Party (line 17)
- Identification code of the Creditor Reference Party (line 18)
- Underlying contract identifier (line 19)
- Contract description (line 20)

The name of these fields in order to assist the Debtor while filling in the Mandate, as presented in the illustration for the lines 1-20.

The legal text in the heading (the authorisation) and for the two-signature field.

The only additional information permitted on the Mandate is an optional area for a Creditor's "Creditor's Use only", and the Creditor's company logo. The Creditor's "Creditor's Use only" area is provided solely for the internal use of the Creditor, may only be used after the signing by the Debtor for internal purposes, and must not be forwarded to the Creditor Bank in the dematerialised format of the Mandate.

## Attributes contained

The attributes in the Mandate document must be completed, unless otherwise indicated:

- By the Creditor: 20 The identification Code of the SEPA B2B Direct Debit Scheme, represented by the wording 'SEPA Business to Business Direct Debit Mandate'
- By the Creditor: 01 The unique Mandate reference (optional when the Mandate is made available to the Debtor)
- By the Debtor: 14 The name of the Debtor
- By the Debtor: 09 The address of the Debtor
- By the Debtor: 15 The name of the Debtor Reference party (optional)
- By the Debtor: 37 The identification code of the Debtor Reference Party (optional)
- By the Debtor: 07 The account number (IBAN) of the account of the Debtor to be debited
- By the Debtor: 13 The BIC code of the Debtor Bank
- By the Debtor: 27 Debtor identification code (optional)
- By the Creditor: 02 The identifier of the Creditor
- By the Creditor: 03 The name of the Creditor
- By the Creditor: 38 Name of the Creditor Reference Party (optional)
- By the Creditor: 39 Identification code of the Creditor Reference Party (optional)
- By the Creditor: 05 The address of the Creditor
- By the Debtor: 25 The date of signing
- By the Debtor(s): 33 The signature(s) of the Debtor(s)
- By the Creditor: 21 The Transaction Type (only the values 'one-off' and 'recurrent' are allowed)
- By the Creditor: 08 The identifier of the underlying contract (optional)

## Guidelines for the design of the SEPA B2B Direct Debit Mandate

- The standard heading 'SEPA Business to Business Direct Debit Mandate' is mandatory
- The text on the Mandates must be in one or two or more languages of the country of the Debtor, plus in English if the Creditor is not able to determine with reasonable certainty the language of the Debtor
- The reverse side of the Mandate document may contain the same wording as the front side in a second language when this is appropriate.
- The Mandate must be clearly separated from any other text. No additional material can appear within the boundary of the Mandate.
- Clear instructions to the Debtor for the Return of the form must be shown on the face of the Mandate
- Creditor's name, address and identifier number may be pre-printed or stamped on the Mandate
- The heading of the mandate must contain the following mandatory legal text with the following meaning (translations in SEPA languages are available on the following website: [http://www.europeanpaymentscouncil.eu/content.cfm?page=sepa\\_b2b\\_dd\\_mandate\\_translations](http://www.europeanpaymentscouncil.eu/content.cfm?page=sepa_b2b_dd_mandate_translations)) "By signing this mandate form, you authorise (A) {NAME OF CREDITOR} to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from {NAME OF CREDITOR}. This mandate is only intended for business-to-business transactions. You are not entitled to a refund from your bank after your account has been debited, but you are entitled to request your bank not to debit your account in accordance with the instructions up until the day on which the payment is due. Please contact your bank for detailed procedures in such a case. Please complete all the fields marked \*"

**Creditor's  
responsibilities**

The Creditor must:

- ensure that all Mandates and literature in respect of its SEPA B2B Direct Debit application complies with these guidelines and should approach its bank if it needs any clarification
- ensure that the unique Mandate reference is completed before sending the Mandate to the Debtor, or after the Debtor having returned the completed Mandate to the Creditor
- ensure that the Mandate is correctly completed prior to sending any dematerialised information to any other party

#### 4.7.3 DS-02 - The Dematerialised Mandate (e-Mandates)

<b>Description</b>	This dataset contains all the attributes that must be registered in an electronic File to be kept by the Creditor, for the needs of the execution of the SEPA B2B Direct Debit processes, like preparing the Collections according to DS-03. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• 01 The unique Mandate reference</li> <li>• 20 The identification code of the B2B Scheme (allowing to distinguish a Collection under the B2B Scheme from a Collection under the Core Scheme)</li> <li>• 14 The name of the Debtor</li> <li>• 09 The address of the Debtor</li> <li>• 27 Debtor identification code (if present in DS-01)</li> <li>• 15 The name of the Debtor Reference Party (if present in DS-01)</li> <li>• 37 The identification code of the Debtor Reference Party (if present in DS-01)</li> <li>• 07 The account number (IBAN) of the Debtor to be debited</li> <li>• 08 The identifier of the underlying contract (if present in DS-01)</li> <li>• 13 The BIC code of the Debtor Bank</li> <li>• 02 The identifier of the Creditor</li> <li>• 03 The name of the Creditor</li> <li>• 38 The name of the Creditor Reference Party (if present in DS-01)</li> <li>• 39 The identification code of the Creditor Reference Party (if present in DS-01)</li> <li>• 05 The address of the Creditor</li> <li>• 25 The date of signing of the Mandate</li> <li>• 16 The placeholder for the electronic signature data (if applicable)</li> <li>• 21 The Transaction Type (only the values 'one-off' and 'recurrent' are allowed)</li> <li>• 24 The reason for amendment of the Mandate (mandatory for amendments)</li> <li>• 36 The signing date of the cancellation of the Mandate</li> </ul>

#### 4.7.4 DS-03 – The Business Customer to Bank Collection (👁 e-Mandates)

<b>Description:</b>	The Creditor must supply the following attributes. Attributes known by the Creditor Bank may be filled in by the Creditor Bank. This is a matter between the Creditor and the Creditor Bank. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• 21 The transaction type (recurrent, one-off, first, last or Reversal)</li> <li>• 20 The identification code of the B2B Scheme (allowing to distinguish a Collection under the B2B Scheme from a Collection under the Core Scheme)</li> <li>• 10 The Creditor's reference of the Collection</li> <li>• 03 The name of the Creditor</li> <li>• 38 The name of the Creditor Reference Party (if present in DS-02)</li> <li>• 39 The identification code of the Creditor Reference Party (if present in DS-02)</li> <li>• 05 The address of the Creditor (optional)</li> <li>• 02 The identifier of the Creditor</li> <li>• 04 The account number (IBAN) of the account of the Creditor to be credited for the Collection</li> <li>• 12 The BIC code of the Creditor Bank</li> <li>• 14 The name of the Debtor</li> <li>• 09 The address of the Debtor (optional)</li> <li>• 27 Debtor identification code (optional)</li> <li>• 15 The name of the Debtor Reference Party (if present in DS02)</li> <li>• 37 The identification code of the Debtor Reference Party (if present in DS-02)</li> <li>• 07 The account number (IBAN) of the account of the Debtor to be debited for the Collection</li> <li>• 13 The BIC code of the Debtor Bank</li> <li>• 01 The unique Mandate reference</li> <li>• 25 The date of signing of the Mandate</li> <li>• 16 The placeholder for the electronic signature data (if applicable)</li> <li>• 06 The amount of the Collection in euro</li> <li>• 11 The Due Date of the Collection</li> <li>• 24 The reason for amendment of the Mandate (mandatory if the Mandate has been amended)</li> <li>• 18 The identifier of the original Creditor who issued the Mandate (mandatory if the Mandate has been taken over by another Creditor than the Creditor who issued the Mandate)</li> <li>• 19 The unique Mandate reference as given by the original Creditor who issued the Mandate (mandatory if the Mandate has been taken over by another Creditor than the Creditor who issued the Mandate)</li> <li>• 22 The Remittance Information from the Creditor to the Debtor such as the identification number of the underlying contract, the reference number of the Pre-notification, etc. (optional)</li> <li>• 58 The purpose of the Collection (optional)</li> <li>• 59 The category purpose of the Collection (optional)</li> <li>• 17 The type of Mandate</li> </ul>
<b>Remarks</b>	These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme C2B Implementation Guidelines as defined in section 0.5 (reference [12]).

#### 4.7.5 DS-04 – The Inter-bank Collection (👁 e-Mandates)

<b>Description</b>	This dataset contains all the mandatory information items imposed by the B2B Scheme for the Creditor Bank to send this instruction to the Debtor Bank through the CSM. It is also called “Collection” in the Rulebook. This dataset will be present in the successive process steps of Process 04, starting from step 03 and must be forwarded by all actors up to the Debtor Bank. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• 20 The identification code of the B2B Scheme (allowing to distinguish a Collection under the B2B Scheme from a Collection under the Core Scheme)</li> <li>• 21 The transaction type (recurrent, one-off, first, last)</li> <li>• 10 The Creditor’s reference of the Collection</li> <li>• 03 The name of the Creditor</li> <li>• 38 The name of the Creditor Reference Party (if present in DS-03)</li> <li>• 39 The identification code of the Creditor Reference Party (if present in DS-03)</li> <li>• 05 The address of the Creditor (if present in DS-03)</li> <li>• 02 The identifier of the Creditor</li> <li>• 04 The account number (IBAN) of the account of the Creditor to be credited for the Collection</li> <li>• 12 The BIC code of the Creditor Bank</li> <li>• 14 The name of the Debtor</li> <li>• 09 The address of the Debtor (if present in DS-03)</li> <li>• 27 Debtor identification code (if present in DS-03)</li> <li>• 15 The name of the Debtor Reference Party (if present in DS-03)</li> <li>• 37 The identification code of the Debtor Reference Party (if present in DS-03)</li> <li>• 07 The account number (IBAN) of the account of the Debtor to be debited</li> <li>• 13 The BIC code of the Debtor Bank</li> <li>• 01 The unique Mandate reference</li> <li>• 25 The date of signing of the Mandate</li> <li>• 16 The placeholder for the electronic signature Data (if present in DS-03)</li> <li>• 06 The amount of the Collection in euro</li> <li>• 11 The Due Date of the Collection</li> <li>• 26 The Settlement Date of the Collection</li> <li>• 24 The reason for amendment of the Mandate (if present in DS-03))</li> <li>• 18 The identifier of the original Creditor who issued the Mandate (if present in DS-03)</li> <li>• 19 The unique Mandate reference as given by the original Creditor who issued the Mandate (if present in DS-03)</li> <li>• 22 The Remittance Information from the Creditor to the Debtor such as the identification number of the underlying contract, the reference number of the Pre-notification, etc. (if present in DS-03)</li> <li>• 43 The Creditor Bank’s reference of the Collection</li> <li>• 58 The purpose of the Collection (if present in DS-03)</li> <li>• 59 The category purpose of the Collection (see underneath in ‘Rules applied’)</li> <li>• 17 The type of Mandate (for the B2B scheme, the value ‘paper’ always applies).</li> </ul>
<b>Rules applied</b>	Regarding AT-59, when the agreement between the Creditor and Creditor Bank only involves a specific processing at Creditor Bank level, the Creditor Bank is not obliged to send AT-59 to the Debtor Bank as part of DS-04.
<b>Remarks</b>	These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme Inter-Bank Implementation Guidelines as defined in section 0.5 (reference [9]).

#### 4.7.6 DS-05 – The Message for the Rejection or Return of a Collection or a Reversal

<b>Description</b>	This dataset describes the content of a Reject or Return of a Collection or a Reversal. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• R1 The type of “R” message</li> <li>• R2 Identification of the type of party initiating the “R” message</li> <li>• R3 The reason code for non-acceptance of the Collection</li> <li>• R4 The Settlement Date for the Return instruction</li> <li>• R5 Specific reference of the bank initiating the Reject/Return for Reject/Return</li> <li>• R8 The amount of the Interchange Fee (optional)</li> <li>• An exact copy of all the attributes of the received DS-04 which is being returned/rejected or the received DS-07, except attribute AT-31 of DS-07 which is being returned</li> </ul>
<b>Remarks</b>	These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme Inter-Bank Implementation Guidelines as defined in section 0.5 (reference [9]).

#### 4.7.7 DS-06 - Bank to Business Customer Direct Debit Information

<b>Description</b>	This dataset contains the information on the Collection debited on the account of the Debtor to be made available to the Debtor. Communication of this information is mandatory. All the other attributes received in the inter-Bank Collection (DS-04) may be made available depending upon the terms of the agreement with the Debtor.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• 20 The identification code of the B2B Scheme or a equivalent debit bank specific – SEPA B2B Direct Debit based - direct debit product identification</li> <li>• 03 The name of the Creditor</li> <li>• 02 The Identifier of the Creditor</li> <li>• 01 The unique Mandate reference</li> <li>• 06 The amount of the Collection in euro</li> <li>• 10 The Creditor's reference of the Direct Debit Transaction</li> <li>• 22 The Remittance Information from the Creditor to the Debtor such as the identification number of the underlying contract, the reference number of the Pre-notification, etc. (if present in DS-03)</li> </ul>
<b>Remarks</b>	These attributes reflect only business requirements and the logical and physical representation is left to the Debtor Bank.

#### 4.7.8 DS-07 – The Inter-bank Reversal for the Collection

<b>Description</b>	This dataset contains all the B2B Scheme-imposed attributes for the sending of a Reversal for a Collection. See also section 4.4 for the exact definition of a Reversal. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• 04 The account number (IBAN) of the Creditor to be debited for the message</li> <li>• 12 The BIC code of the Creditor Bank</li> <li>• R2 Identification of the type of party initiating the “R” message</li> <li>• R4 The Settlement Date for the Reversal</li> <li>• 44 The amount of the Reversal in euro</li> <li>• 31 The Reversal reason code</li> <li>• 43 The Creditor Bank's reference of the Collection</li> <li>• R7 The specific reference of the Creditor Bank for the Reversal</li> <li>• An exact copy of all the attributes of the original DS-04 which is being reversed.</li> </ul>
<b>Remarks</b>	These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme Inter-Bank Implementation Guidelines as defined in section 0.5 (reference [9]).



#### 4.7.9 DS-08 – The request and response message for the inquiry procedure

<b>Description</b>	<p>This dataset contains the message:</p> <ol style="list-style-type: none"> <li>1. For sending a request for information on an erroneous Transaction by the Debtor Bank to the Creditor Bank. The Creditor bank may forward these elements to the Creditor.</li> <li>2. And for sending the response on the request for information by the Creditor Bank to the Debtor Bank</li> </ol> <p>Attributes are mandatory unless indicated otherwise.</p>
<b>Attributes contained</b>	<p><b>Regarding the request procedure:</b></p> <ul style="list-style-type: none"> <li>• 45 The Debtor Bank's Reference of the request</li> <li>• 47 The Date of receipt of the request by the Debtor Bank</li> <li>• 48 The Date of sending the request by the Debtor Bank</li> <li>• 49 The Name of the Debtor Bank</li> <li>• 50 The Debtor Bank contact details</li> <li>• 51 The e-mail address or fax number of the Debtor Bank where the response should be sent to</li> <li>• 12 BIC code of the Creditor Bank (optional)</li> <li>• 04 The Account Number (IBAN) of the Creditor (optional)</li> <li>• 52 The indication that a confirmation of the receipt of the request by the Creditor Bank is requested (yes/no)</li> </ul> <p><b>Regarding the Collection disputed:</b></p> <ul style="list-style-type: none"> <li>• 20 The Identification Code of the SEPA Direct Debit Scheme</li> <li>• 02 The Identifier of the Creditor</li> <li>• 03 The Name of the Creditor</li> <li>• 10 The Creditor's Reference of the Collection</li> <li>• 43 The Creditor Bank's Reference of the Collection</li> <li>• 01 The Unique Mandate Reference</li> <li>• 06 The Amount of the Collection in Euro</li> <li>• 13 BIC code of the Debtor Bank</li> <li>• 07 The Account Number (IBAN) of the Debtor</li> <li>• 14 The Name of the Debtor</li> <li>• 53 The Debit date of the Collection (if different from the Settlement date of the Collection)</li> <li>• 26 Settlement Date of the Collection</li> <li>• 17 The type of Mandate paper, e-mandate</li> <li>• 54 Latest Collection Date (or the next attribute, or this one)</li> </ul> <p><b>For sending the response by the Creditor Bank to the Debtor Bank, the following additional attributes must be completed:</b></p> <ul style="list-style-type: none"> <li>• 56 The Reference of the response of the Creditor (optional)</li> <li>• 57 The Response type codes</li> </ul>
<b>Remarks</b>	<p>These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme Inter-bank Implementation Guidelines as defined in section 0.5 (reference [9]).</p>

#### 4.7.10 DS-09 – The request and response template for the inquiry procedure

SEPA Direct Debit	Inquiry procedure for an erroneous collection
<b>The Debtor:</b>	- Name (*) _____ - BIC of the Debtor Bank (*) _____ - IBAN (*) _____
<b>The Creditor:</b>	- Name (*) _____ - Identifier: (*) _____ - BIC of the Creditor Bank: (*) _____ - IBAN (O) _____
<b>Information on the collection:</b>	- Amount in euro: (*) _____, Debit date of the Debtor: (*) ____/____/____ Settlement date: (*) ____/____/____ Latest collection date: (*) ____/____/____ - Refund request type code (*): XXXX  - Unique mandate reference: (*) _____ - Creditor's reference: (*) _____ - Creditor Bank's reference: (*) _____
<b>Request sent by Debtor Bank:</b>	- Date: (*) ____/____/____ Confirmation of receipt requested: _____ - Name Debtor Bank: (*) _____ - Debtor bank contact details: (*) _____ _____ - Reference of the request: (*) _____ - Date of receipt of Debtor's request (*) ____/____/____ - Response of Creditor Bank to be sent by (*) SWIFT message _____ E-mail _____ Fax _____ To e-mail address: (O) _____ Or to fax number: (O) _____
<b>Response of the Creditor (**):</b>	- Date of sending the response: (*) ____/____/____ - Reference of the response (*) _____ - Response type code: (*) Claim accepted _____ Claim disputed _____
	(*): Mandatory fields      (**): to be completed by the Creditor      (O): optional

<b>Description</b>	<p>This dataset describes the standard template for initiating a request for information on an erroneous Collection by the Debtor Bank to the Creditor Bank. It must also be used to send the reply from the Creditor Bank to the Debtor Bank. It may be used in the channels e-mail or fax. This template may also be used in the first step, the registration of the Claim by the Debtor Bank. In the following steps, it must be forwarded as described in the procedure description.</p> <p>The template document must contain the field identifiers, followed by the necessary blank space in which to fill the required data items. The identifiers on the template must be in at least one and up to three languages of the country of residence of the Debtor, together with English.</p> <p>The design of the templates must comply with the requirements set out below.</p> <p>The Scheme does not standardise the font or colours used in the template.</p> <p>The Scheme requires the template to have a clear heading entitled “SEPA B2B Direct Debit - Inquiry procedure for an erroneous collection” and the following attributes are to be contained within the Mandate in the line order shown:</p>
<b>Attributes contained</b>	<p>Template attributes: (to be completed with the line number on the template model for each attribute)</p> <ul style="list-style-type: none"> <li>• 45 The Debtor Bank’s Reference of the request</li> <li>• 47 The Date of receipt of the request by the Debtor Bank</li> <li>• 48 The Date of sending the request by the Debtor Bank</li> <li>• 49 The Name of the Debtor Bank</li> <li>• 50 The Debtor Bank contact details</li> <li>• 51 The e-mail address or fax number where the response should be sent to at the Debtor Bank</li> <li>• 12 BIC code of the Creditor Bank (optional)</li> <li>• 04 The Account Number (IBAN) of the Creditor (optional)</li> <li>• 52 The Indication that a confirmation of the receipt of the request by the Creditor Bank requested (yes/no)</li> <li>• 20 The Identification Code of the Scheme·</li> <li>• 02 The Identifier of the Creditor·</li> <li>• 03 The Name of the Creditor·</li> <li>• 10 The Creditor’s Reference of the Collection·</li> <li>• 43 The Creditor Bank’s Reference of the Collection·</li> <li>• 01 The Unique Mandate Reference·</li> <li>• 06 The Amount of the Collection in euro·</li> <li>• 13 BIC code of the Debtor Bank ·</li> <li>• 07 The Account Number (IBAN) of the Debtor ·</li> <li>• 14 The Name of the Debtor·</li> <li>• 53 The Debit date of the Collection (if different from the Settlement date of the Collection)·</li> <li>• 26 Settlement date of the Collection·</li> <li>• 54 Latest Collection Date (or the next attribute, or this one)·</li> <li>• 55 The Cancellation Date (not applicable)</li> <li>• 56 The Reference of the response of the Creditor (optional)</li> <li>• The Date of sending the response of the Creditor</li> <li>• 57 The Response type codes</li> </ul>
<b>Remarks</b>	<p>The name of these fields must be present on the template, in order to assist the Debtor Bank while filling in the template, as presented in the illustration.</p> <p>The attributes in the template document must be completed, unless otherwise indicated.</p>

#### 4.7.11 DS-10 - The request message for obtaining a copy of a Mandate

<b>Description</b>	<p>This dataset contains the message:</p> <ol style="list-style-type: none"> <li>1. for sending a request for obtaining a copy of a Mandate from the Debtor Bank up to the Creditor Bank. The Creditor Bank must forward these elements to the Creditor.</li> <li>2. and for sending the answer on the request for a copy of a Mandate from the Creditor Bank to the Debtor Bank</li> </ol> <p>Attributes are mandatory unless indicated otherwise.</p>
<b>Attributes contained</b>	<p><b>Regarding the request procedure:</b></p> <ul style="list-style-type: none"> <li>• 45 The Debtor Bank's Reference of the request</li> <li>• 48 The Date of sending the request by the Debtor Bank</li> <li>• 49 The Name of the Debtor Bank</li> <li>• 50 The Debtor Bank contact details</li> <li>• 51 The E-mail address or Fax number where the response should be sent to at the Debtor Bank</li> <li>• 12 BIC code of the Creditor Bank (optional)</li> <li>• 20 The Identification Code of the Scheme</li> <li>• 02 The Identifier of the Creditor</li> <li>• 03 The name of the Creditor</li> <li>• 01 The Unique Mandate Reference</li> <li>• 14 The Name of the Debtor</li> <li>• 17 The type of Mandate paper, e-mandate</li> </ul> <p><b>For sending the response by the Creditor Bank to the Debtor Bank, the following additional attributes must be completed:</b></p> <ul style="list-style-type: none"> <li>• 56 The Reference of the response of the Creditor (optional)</li> <li>• 57 The Response type code</li> </ul>
<b>Remarks</b>	<p>These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme Inter-Bank Implementation Guidelines as defined in section 0.5 (reference [9]).</p>

#### 4.7.12 DS-11 - The template for the request and the response for obtaining a copy of a Mandate

SEPA Direct Debit	Claim for a copy of a Mandate
<b>The Debtor:</b>	- Name (*) _____
<b>The Creditor:</b>	- Name (*) _____ - Identifier: (*) _____ - BIC of the Creditor Bank: (*) _____
<b>The Mandate:</b>	- unique mandate reference: (*) _____
<b>Request sent by Debtor Bank:</b>	- Date: (*) ____/____/_____ - Name Debtor Bank: (*) _____ - Debtor bank contact details: (*) _____ _____ - Reference of the request: (*) _____ - Answer of Creditor Bank to be sent by (*) SWIFT message _____ E-mail _____ Fax _____ to e- mail address: (O) _____ or to fax number: (O) _____
<b>Response of the Creditor (**):</b>	- Reference of the answer (*) _____ - Answer type code: (*) Copy provided _____ No Mandate available _____
	(*) : mandatory fields (**) to be completed by the Creditor (O): optional

<b>Description</b>	<p>This dataset describes the standard template for initiating a request for obtaining a copy of a Mandate from the Debtor Bank to the Creditor Bank up to the Creditor. It must also be used to send the reply from the Creditor Bank to the Debtor Bank. It must be used in the channels e-mail and fax accepted by the procedure.</p> <p>The template document must contain the field identifiers, followed by the necessary blank space in which to fill the required data items. The identifiers on the template must be in at least one and up to three languages of the country of residence of the Debtor, together with English.</p> <p>The design of the templates must comply with the requirements set out below.</p> <p>The Scheme requires the template to have a clear heading entitled “SEPA Direct Debit -Claim for a copy of a Mandate” and the following attributes are to be contained within the Mandate in the line order shown:</p>
<b>Attributes contained</b>	<p>Template attributes: (to be completed with the line number on the template model for each attribute)</p> <ul style="list-style-type: none"> <li>• 45 The Debtor Bank’s Reference of the request</li> <li>• 48 The Date of sending the request by the Debtor Bank</li> <li>• 49 The Name of the Debtor Bank</li> <li>• 50 The Debtor Bank contact details</li> <li>• 51 The e-mail address or fax number where the response should be sent to at the Debtor Bank</li> <li>• 12 BIC code of the Creditor Bank (optional)</li> <li>• 20 The Identification Code of the Scheme</li> <li>• 02 The Identifier of the Creditor</li> <li>• 03 The Name of the Creditor</li> <li>• 01 The Unique Mandate Reference</li> <li>• 14 The Name of the Debtor</li> <li>• 56 The Reference of the response sent by the Creditor (optional)</li> <li>• The Date of sending the response by the Creditor</li> <li>• 57 The Response type codes</li> </ul>
<b>Remarks</b>	<p>The name of these fields must be present on the template, in order to assist the Debtor Bank while filling in the template, as presented in the illustration.</p> <p>The attributes in the template document must be completed, unless otherwise indicated.</p>

## 4.8 Business Requirements for Attributes

This section is focussed on stating the business requirements for the data elements used by the B2B Scheme.

### 4.8.1 List of Attributes (👁 e-Mandates)

AT-01 The unique Mandate reference

AT-02 The identifier of the Creditor

AT-03 The name of the Creditor

AT-04 The account number (IBAN) of the Creditor

AT-05 The address of the Creditor

AT-06 The amount of the Collection in euro

AT-07 The account number (IBAN) of the Debtor

AT-08 The identifier of the underlying contract

AT-09 The address of the Debtor

AT-10 The Creditor's reference of the Direct Debit Transaction

AT-11 The Due Date of the Collection

AT-12 BIC code of the Creditor Bank

AT-13 BIC code of the Debtor Bank

AT-14 The name of the Debtor

AT-15 The name of the Debtor reference Party

AT-16 The placeholder for the electronic signature data

AT-17 The type of Mandate (paper, e-Mandate)

AT-18 The identifier of the original Creditor who issued the Mandate

AT-19 The unique Mandate reference as given by the original Creditor who issued the Mandate

AT-20 The identification code of the B2B Scheme

AT-21 The transaction type

AT-22 The Remittance Information sent by the Creditor to the Debtor in the Collection

AT-24 The reason for amendment of the Mandate

AT-25 The date of signing of the Mandate

AT-26 The Settlement Date of the Collection

AT-27 Debtor identification code

AT-31 The Reversal reason code

AT-33 The signature(s) of the Debtor(s)

AT-36 The signing date of the cancellation of the Mandate

AT-37 The identification code of the Debtor Reference Party

AT-38 The name of the Creditor Reference Party

AT-39 The identification code of the Creditor Reference Party

AT-43 The Creditor Bank's reference of the Collection

AT-44 The amount of the Reversal in euro.

AT-45 The Debtor Bank's reference of the request

AT-47 The Date of receipt of the request by the Debtor Bank

AT-48 The Date of sending the request by the Debtor Bank

AT-49 The Name of the Debtor Bank

AT-50 The Debtor Bank contact details

AT-51 The email address or fax number of the Debtor Bank where the response should be sent

AT-52 The indication that a confirmation of the receipt of the request by the Creditor Bank is requested (yes/no)

AT-53 The Debit date of the Collection

AT-54 The latest Collection Date

AT-56 The Reference of the response of the Creditor

AT-57 The Response type codes

AT-58 The purpose of the Collection

AT-59 The category purpose of the Collection

AT-R1 Type of "R" message



AT-R2 Identification of the type of party initiating the “R” message

AT-R3 The reason code for non-acceptance

AT-R4 The Settlement Date for the Return instruction (DS-05) or the Reversal (DS-07)

AT-R5 The Specific reference of the bank initiating the Reject/Return for Reject/Return.

AT-R7 The specific reference of the Creditor Bank for the Reversal

AT-R8 The amount of the Interchange Fee

For each attribute specific for SEPA B2B Direct Debit, there is a short description. Where appropriate there is also a related description of possible values (R-codes). The Rulebook does not define attribute format or field length, unless this is considered to be a business requirement.

#### 4.8.2 AT-01 –The Unique Mandate Reference

**Description:** This reference identifies for a given Creditor, each Mandate signed by any Debtor for that Creditor. This number must be unique for each Mandate in combination with the identifier of the Creditor (AT-02 without the extension, called Creditor Business Code). The Creditor must organize himself in such a way that the delivery by any third party of the elements AT-01 + AT-02 without the extension, called Creditor Business Code, must allow indefinite retrieval of the Mandate data.

The Rulebook does not limit the length of the attribute. It is recommended to Creditors to limit the length to a number of positions needed for managing the business of the Creditor as the attribute is used in several processes as a key to be entered to access files containing Mandate information.

#### 4.8.3 AT-02 – The Identifier of the Creditor

**Description:** **1 The Creditor Identifier**

The identifier of the Creditor is unique in the B2B Scheme: each identifier allows the identification of one Creditor without ambiguity in SEPA. The Creditor may use the same Creditor Identifier for both the Core Scheme and for the B2B Scheme. A Creditor may use more than one Identifier.

A Creditor can use the “Creditor Business Code” extension to identify different business activities.

This identifier identifies a legal entity, or an association that is not a legal entity, or a person assuming the role of the Creditor. This identification must be stable in time, to enable the Debtor and the Debtor Bank to return to the Creditor for complaints and to check the existence of a Mandate at the presentation of Collections by the Creditor.

##### **2 The Structure of the Identifier**

The Creditor identifier uses, wherever possible, information available in the public domain. Consequently, there is no need for a centralised database at B2B Scheme level containing the identifiers of Creditors and other associated Creditor data.

The Creditor identifier contains the following elements:

**a. The ISO country code** (reference [4]) of the country where the national identifier of the Creditor has been issued

**b. The check digit** (covering a + d)

**c. The extension, called Creditor Business Code**, allowing the Creditor to identify different business lines or different services. This extension is not needed to identify a Mandate in a unique way, but contains useful information for the Creditor and for the Debtor. It can be used by the Creditor in a flexible way, not being part of the real identifying part of the Creditor Identifier. Creditors can change it over time for business reasons.

**d. The country-specific part** of the Creditor identifier being a national identifier of the Creditor, defined by the National Community.

The identifier of the Creditor as defined by the National Community contains, for most countries, a specific structure for the identification of the Creditors. The country-specific part is not unique on SEPA level, as the logic behind is totally different from country to country. These national rules might generate identical values for identifiers in different countries, which explains the necessity to add the ISO country code.

The detailed specifications of this identifier are provided in detail in the SEPA B2B Direct Debit Inter-Bank Implementation Guidelines (reference [9]).

### 3 Implementation and Transition Period

From the start of the B2B Scheme, the structure of the Creditor Identifier as defined above and specified in the Inter-Bank Implementation Guidelines (reference [9]) will be used in the B2B Scheme. For countries using a national identifier in current DD schemes which has insufficient capacity or is unsatisfactory for the intended use, a new or adapted national identifier may be defined.

### 4 SEPA-wide use of the Creditor Identifier

The advantage of the B2B Scheme is that the Creditor can use a single identifier for the whole SEPA region.

A Creditor Identifier based on an identifier from any SEPA country can be used in all SEPA countries.

#### 4.8.4 AT-03 – The Name of the Creditor

**Description:** The name of the Creditor is information made available by the Debtor Bank to the Debtor to allow the Debtor to identify the Creditor having initiated the Collection.

#### 4.8.5 AT-04 – The Account Number of the Creditor

**Description:** The account number (IBAN) of the account of the Creditor

- To be credited for a Collection (DS-04)
- To be debited for a Reject, Return (DS-05) and Reversal (DS-07) of a Collection

#### 4.8.6 AT-05 – The Address of the Creditor

**Description:** The address of the Creditor as forwarded to the Debtor

#### **4.8.7 AT-06 – The Amount of the Collection in Euro**

**Description:** The amount contains two parts, the first is expressed in euro, and the second is expressed in euro cents.

The first part must be larger than or equal to zero euro, and equal to or not larger than 999.999.999 euro. The second part must be larger than or equal to zero euro cent, and smaller than or equal to 99 euro cents.

The combined value of 0,00 euro (zero euro and zero euro cent) is not allowed.

#### **4.8.8 AT-07 – The Account Number of the Debtor**

**Description:** The account number (IBAN) of the account of the Debtor

- To be debited for a Collection (DS-04)
- To be credited for a Reversal (DS-07) of a Collection

#### **4.8.9 AT-08 - The Identifier of the Underlying Contract**

**Description:** The identifier is defined in terms of layout and content by the Creditor. It may contain elements for self-control such as check-digits, but the other parties in the B2B Scheme are not required to do any checking on this attribute.

#### **4.8.10 AT-09 - The Address of the Debtor**

**Description:** The address of the Debtor as registered by the Creditor

#### **4.8.11 AT-10 - The Creditor's Reference of the Direct Debit Transaction**

**Description:** This number identifies for a given Creditor, each Collection transaction presented to the Creditor's bank, in a unique way. This number will be transmitted in the whole process of the handling of the Collections from the Process-step PT-04.01, until the finality of the Collection. It must be returned in any exception handling process-step by any party involved. The Creditor cannot request for any other referencing information to be returned to him, in order to identify a Collection. The Creditor must define the internal structure of this reference; it can only be expected to be meaningful to the Creditor

#### **4.8.12 AT-11 – The Due Date of the Collection**

**Description:** See section 4.3.1

#### **4.8.13 AT-12 – The BIC Code of the Creditor Bank**

**Description:** See Chapter 7, Defined Terms in the Rulebook.

#### **4.8.14 AT-13 – The BIC Code of the Debtor Bank**

**Description:** See Chapter 7, Defined Terms in the Rulebook

#### **4.8.15 AT-14 – The Name of the Debtor**

**Description:** The name of the Debtor as registered by the Creditor.

#### 4.8.16 AT-15 - The Name of the Debtor Reference Party

**Description:** See section 3.1.

Information relating to a Debtor Reference Party is included only for the purpose of assisting the Debtor and/or Creditor in managing their payments and is not required to be provided to or by the Debtor Bank and/or Creditor Bank for the purpose of effecting the payment to which the information relates.

#### 4.8.17 AT-16 – The Placeholder for the Electronic Signature Data

**Description:** This is a placeholder for the transmission of the information needed for the use of an electronic signature.

#### 4.8.18 AT-17 - The type of Mandate (paper, e-Mandate)

**Description:** The type of Mandate allows distinguishing between a Mandate issued in paper in accordance with the rules of the Scheme Rulebook and a Mandate issued as an e-Mandate under the rules of the optional e-Mandate service described in Annex VII of this Rulebook.

#### 4.8.19 AT-18 - The Identifier of the Original Creditor who issued the Mandate

**Description:** The Creditor Identifier of the Creditor who issued the Mandate before the Mandate and its underlying contract was taken over by another Creditor.

#### 4.8.20 AT-19 - The Unique Mandate Reference as given by the Original Creditor who issued the Mandate

**Description:** In the case that a Mandate is taken over by another Creditor than the Creditor who initiated the Mandate, the original unique Mandate reference must be stored in this attribute.

#### 4.8.21 AT-20 –The Identification Code of the B2B Scheme

**Description:** This code allows instructions under the B2B Scheme to be distinguished from those of other schemes. This code must allow a Collection under the B2B Scheme to be distinguished from a Collection under the Core Scheme.

#### 4.8.22 AT-21 – The Transaction Type

**Description:** This attribute allows different types of transaction to be identified.

**Value range:**

1. One-off Collection
2. Recurrent, not the first or the last Collection of the recurrent Collections
3. First Collection of the recurrent Collections
4. Last Collection of the recurrent Collections
5. Reversal

**Remarks** The values given for the codes are arbitrary for inventory purposes, not taken from an approved standard.

#### 4.8.23 AT-22 – The Remittance Information Sent by the Creditor to the Debtor in the Collection

**Description:** This information is defined by the Creditor and must be communicated by the Debtor Bank to the Debtor when debiting the account of the Debtor. It is recommended that it contains a reference to the pre notification. It may also contain the identifier of the underlying contract.

#### 4.8.24 AT-24 – The Reason for Amendment of the Mandate

**Description:** This code describes the reason for the amendment by the Creditor and/or the Debtor

**Value range:** Change of AT-01 (the Creditor defining a new unique Mandate reference )  
Change of AT-02 (new Creditor Identifier Information)  
Change of AT-03 (The Name of the Creditor)  
Change 1 of AT-07 ( the Debtor specifying another account to be debited in the same bank )  
Change 2 of AT-07 (the Debtor specifying another account to be debited in another bank)  
Change of AT-01 and change of AT-02

#### 4.8.25 AT-25 – The Date of Signing of the Mandate

**Description:** The date on which the Mandate was signed by the Debtor, as registered by the Creditor in the dematerialisation of the Mandate document. For Mandates migrated from other direct debit schemes, this attribute might not be available. In such case, it is up to communities of Participants to define how to provide a valid substitute for this date

#### 4.8.26 AT-26 – The Settlement Date of the Collection

**Description:** The date on which the amount of the Collection is settled by the CSM.

#### 4.8.27 AT-27 – The Debtor Identification Code

**Description:** This attribute identifies the Debtor by specifying a code determined by the Debtor in agreement with the Creditor to facilitate the identification of the Debtor. May be specified by the Debtor, is optional for the B2B Scheme.

#### 4.8.28 AT-31 – The Reversal Reason Code

**Description:** This code explains the reason for the initiation of the Reversal for a Collection. It is defined by the Creditor who initiates the Reversal. It can be used by the Debtor Bank to inform the Debtor about the reason for the credit of the account of the Debtor.

**Value range:** Duplicate entry  
Reason not specified

#### 4.8.29 AT-33 – The Signature(s) of the Debtor(s)

**Description:** The signature(s) on paper of the Debtor(s)

#### 4.8.30 AT-36 – The Signing Date of the Cancellation of the Mandate

**Description:** The date on which the cancellation of the Mandate was signed by the Debtor, as registered by the Creditor in the dematerialisation of the Mandate cancellation.

#### **4.8.31 AT-37 – The identification code of the Debtor Reference Party**

**Description:** A code supplied by the Debtor and delivered to the Creditor as part of the completed Mandate. Information relating to a Debtor Reference Party is included only for the purpose of assisting the Debtor and/or Creditor in managing their payments and is not required to be provided to or by the Debtor Bank and/or Creditor Bank for the purpose of effecting the payment to which the information relates.

#### **4.8.32 AT-38 – The name of the Creditor Reference Party**

**Description:** Information relating to a Creditor Reference Party is included only for the purpose of assisting the Debtor and/or Creditor in managing their payments and is not required to be provided to or by the Debtor Bank and/or Creditor Bank for the purpose of effecting the payment to which the information relates.

#### **4.8.33 AT-39 – The identification code of the Creditor Reference Party**

**Description:** A code supplied by the Creditor and delivered unaltered to the Debtor. Information relating to a Creditor Reference Party is included only for the purpose of assisting the Debtor and/or Creditor in managing their payments and is not required to be provided to or by the Debtor Bank and/or Creditor Bank for the purpose of effecting the payment to which the information relates.

#### **4.8.34 AT-43 – The Creditor Bank's Reference of the Collection**

**Description:** The reference of the Collection given by the Creditor Bank to be forwarded to the Debtor Bank.

#### **4.8.35 AT-44 - The Amount of the Reversal in euro**

**Description:** The amount for the reversal of a Collection. This amount cannot be different from the amount of the Collection involved, as partial reversals are not allowed.

#### **4.8.36 AT-45 - The Debtor Bank's Reference of the request**

**Description:** The reference of the request given by the Debtor Bank to be forwarded to the Creditor Bank.

#### **4.8.37 AT-47 - The Date of receipt of the request by the Debtor Bank**

**Description:** The date on which the request initiated by the Debtor, has been received by the Debtor Bank.

#### **4.8.38 AT-48 – The Date of sending the request by the Debtor Bank**

**Description:** The date on which the request has been forwarded by the Debtor Bank to the Creditor Bank.

#### **4.8.39 AT-49 – The Name of the Debtor Bank**

**Description:** The name of the Debtor Bank as specified in the request.

#### **4.8.40 AT-50 – The Debtor Bank contact details**

**Description:** The contact details of the Debtor Bank, to be used by the Creditor Bank or the Creditor, in the case that a contact is necessary to clarify the request made.

#### **4.8.41 AT-51 – The E-mail address or Fax number of the Debtor Bank where the response should be sent**

**Description:** The E-mail address or Fax number of the Debtor Bank where the response should be sent by the Creditor Bank.

#### **4.8.42 AT-52 – The indication that a confirmation of the receipt of the request by the Creditor Bank is requested (yes/no)**

**Description:** The indication that a confirmation of the receipt of the request by the Creditor Bank is requested by the Debtor Bank. When the confirmation is requested 'yes' should be specified.

#### **4.8.43 AT-53 – The Debit date of the Collection**

**Description:** See section 4.3.1

#### **4.8.44 AT-54 – The latest Collection Date**

**Description:** The due date of the latest Collection under the Mandate for which a request is made

#### **4.8.45 AT-56 – The Reference of the response of the Creditor**

**Description:** The reference of the response of the Creditor on the request made by the Debtor Bank.

#### **4.8.46 AT-57 - The Response type codes**

**Description:** The Response type code(s) identify the type of response given by the Creditor Bank to the Debtor Bank.

The codes are the following:

- 1: Creditor Bank accepts that the Collection was erroneous
- 2: Creditor Bank does not accept that the Collection was erroneous

#### **4.8.47 AT-58 – The purpose of the Collection**

**Description:** The purpose of the Collection is the underlying reason for the transaction, i.e. information on the nature of such transaction.

**Value range:** All codes part of the ISO standard are accepted

#### 4.8.48 AT-59 – The category purpose of the Collection

**Description:** The category purpose of the Collection is information on the high level nature of the transaction. It can have different goals: allow the Creditor Bank to offer a specific processing agreed with the Creditor, or allow the Debtor Bank to apply a specific processing

**Value range:** All codes part of the ISO standard are accepted

#### 4.8.49 AT-R1 – Type of “R” message

**Description:** This code contains the code identifying the type of “R” message

**Value range:** Reject of a Collection  
Return of a Collection

#### 4.8.50 AT-R2 – The Identification of the type of party initiating the “R” message

**Description:** Types are:  
Creditor Bank (for Reject, Reversal)  
Debtor Bank (for Reject, Return)  
CSM (for Reject only)  
Creditor (for Reversal only)

#### 4.8.51 AT-R3 – The Reason Code for Non-Acceptance (Reject or Return)

**Value range:** The reasons for a **Reject or Return** by the Creditor Bank need not be specified, they are left to a bilateral agreement between Creditor’s bank and its Business Customer (Creditor).

The reasons for a **Reject** by the CSM or the Debtor’s bank are as follows:

- Operation/transaction code incorrect, invalid File format
- Bank identifier incorrect (i.e. invalid BIC)
- Account identifier incorrect (i.e. invalid IBAN)
- Account closed
- Direct debit forbidden on this account for regulatory reasons
- Account blocked
- Reason not specified
- Insufficient Funds
- Mandate data missing or incorrect
- No Mandate
- Regulatory reason
- Specific service offered by the Debtor Bank
- Duplicate collection
- Refusal by the Debtor
- Identifier of the Creditor incorrect. (i.e. invalid Creditor Identifier).
- Debtor account is a consumer account

The reasons for a **Return** by the Debtor’s bank are as follows:

- Account identifier incorrect (i.e. invalid IBAN or account number does not exist)
- Account closed



- Direct debit forbidden on this account for regulatory reasons
- Duplicate collection
- Account blocked
- Reason not specified
- Insufficient Funds
- No Mandate
- Refusal by the Debtor
- Regulatory reason
- Specific service offered by the Debtor Bank
- Identifier of the Creditor incorrect (i.e. invalid Creditor Identifier).
- Debtor account is a consumer account

#### **4.8.52 AT-R4 – The Settlement Date for the Return instruction (DS-05) or the Reversal (DS-07)**

**Description:** The date on which the amount of the Return or Reversal is settled by the CSM.

#### **4.8.53 AT-R5 – Specific reference of the bank initiating the Reject/Return for a Reject/Return**

**Description:** The reference of the bank/CSM initiating the 'R' message. This reference must be provided by the party receiving the message when requesting any complementary information about the 'R' message

#### **4.8.54 AT-R7 – The Specific Reference of the Creditor Bank for the Reversal**

**Description:** The reference of the Reversal forwarded by the Creditor Bank to the Debtor Bank.

#### **4.8.55 AT-R8 – The amount of the Interchange Fee**

**Description:** This amount of the Interchange Fee is collected by the Debtor Bank

## 5 RIGHTS AND OBLIGATIONS OF ALL PARTICIPANTS

### 5.1 The B2B Scheme

The EPC commences operation of the Scheme on 2 November 2009.

Participation in the Scheme is on the basis of compliance with the following guiding principles:

- Scheme Participants from all countries in SEPA participate on the basis that the level playing field principle is respected.
- All adhering Scheme Participants shall comply with the Rulebook on the same basis as all other Participants.
- Participants need to ensure that from November 2009 the provisions of Title III and Title IV of the Payment Services Directive affecting direct debits enabled by the SEPA Direct Debit Scheme are effectively represented in law or substantially equivalent binding practice.

The EPC shall give Participants and stakeholders at least 3 months' prior notice of the Commencement Date.

### 5.2 Compliance with the Rulebook

A Participant shall comply with:

- the Rulebook, including amendments as and when they are made and properly communicated to Participants
- the SEPA Business-to-Business Direct Debit Inter-bank Implementation Guidelines for standards
- the SEPA Scheme Management Internal Rules (the “**Internal Rules**”), as set out in Annex IV to this Rulebook
- any validly made order or notice issued as part of the SEPA Scheme Management processes under the Rulebook and the Internal Rules.

The parties to the Rulebook are the EPC and each Participant.

The Rulebook is a multilateral agreement comprising contracts between:

- the EPC and each Participant; and
- each Participant and every other Participant.

A person who is not a party to the Rulebook shall have no rights or obligations under the Rulebook.

A Participant shall procure that its employees, its agents and the employees of its agents comply with all applicable obligations under the Rulebook.

Participants should act consistently with the policies and practices set out in the PE-ACH/CSM Framework.

### 5.3 Reachability (👁 e-Mandates)

Each Participant shall offer services relating to the B2B Scheme in the capacity of Debtor Bank, or in the capacity of both Debtor Bank and Creditor Bank.

A Participant which uses the services of a CSM to assist in the provision of its services to Creditors and Debtors shall only use a CSM which complies with the PE-ACH/CSM Framework in relation to the provision of Clearing and Settlement services applicable to the B2B Scheme.

A Participant which uses the services of an Intermediary Bank to perform any functions in relation to an obligation arising under the Rulebook shall ensure that its arrangements with such Intermediary Bank are consistent with, and do not detract from, the requirements of the Rulebook and the other documents listed at section 5.2.

A Participant when using the services of a CSM or Intermediary Bank acts at its own risk.

### 5.4 Eligibility for Participation

In order to be eligible as a Participant, a Participant must at all times:

- be active in the business of providing banking and/or payment services to customers, including the provision of accounts used for the execution of payments, holding the Funds needed for the execution of payments or making the Funds received following the execution of payments available to customers
- be either incorporated and licensed in a SEPA country or territory, or
- licensed by an appropriate EEA regulatory body
- be able to pay its debts as they fall due, and not be insolvent as defined in accordance with any insolvency law applicable to the Participant
- maintain a sufficient level of liquidity and capital in accordance with regulatory requirements to which it is subject
- be able to meet rating or other criteria set under the terms of the Scheme from time to time for the purpose of establishing the Participant's ability to meet its financial obligations
- comply fully with applicable regulations in respect of money laundering, sanctions restrictions and terrorist financing
- participate, or be eligible to participate, directly or indirectly in one or more CSMs for the purpose of providing access to the Scheme throughout SEPA
- develop and effect operational and risk control measures appropriate to the business undertaken by the Participant, such as the risk mitigation provisions set out in the Rulebook and in Annex II to the Rulebook.

Applicants which fall within one of the following categories shall be deemed automatically to be eligible under this section 5.4:

- a credit institution which is authorised in accordance with Article 6 of Directive 2006/48/EC by a state which is a member of the European Economic Area;
- an undertaking which is listed in Article 2 of Directive 2006/48/EC; or
- a bank which is authorised in accordance with Article 3 of the Federal Law on Banks and Savings Banks of 8 November 1934 by the Swiss Federal Banking Commission, and Swiss Post, the post office giro institution of Switzerland, as defined in the Swiss Federal Post Office Organisation Act of 30 April 1997.

Any references in the Rulebook to a "bank" or "banks" shall be construed as including any undertaking which is eligible under this section 5.4 and shall not be construed as excluding or attempting to exclude undertakings which do not fall within one of the categories listed above.

- An applicant which has been authorised as a payment institution under Article 10 of the Payment Services Directive, or any other payment service provider listed in Article 1.1 of the Payment Services Directive, shall be deemed automatically to have met the following eligibility criteria:
  - be active in the business of providing banking and/or payment services to Customers, including the provision of accounts used for the execution of payments, holding the Funds needed for the execution of payments or making the Funds received following the execution of payments available to Customers
  - be either incorporated and licensed in a SEPA country or territory or licensed by an appropriate EEA regulatory body
  - maintain a sufficient level of liquidity and capital in accordance with regulatory requirements to which it is subject
  - comply fully with applicable regulations in respect of money laundering, sanctions restrictions and terrorist financing
  - develop and effect operational and risk control measures appropriate to the business undertaken by the Participant.

Furthermore, an applicant which is the treasury of a sovereign state shall not be required to establish:

- that it is able to pay its debts as they fall due or that it is not insolvent; or
- that it meets rating or other criteria set under the terms of the Scheme for the purpose of establishing its ability to meet its financial obligations,

unless there are exceptional circumstances or the applicant is not the treasury of an EEA member state or Switzerland. However, the SMC may request such an applicant to demonstrate (in its legal opinion or otherwise) that it is the treasury of the state itself, and not the treasury of an organ or entity under the control of the state

A Participant shall notify the Scheme Management Committee immediately of any matter that is material to the Participant's eligibility as a Participant under this section 5.4. The SMC shall take reasonable steps to bring such notifications to the attention of all other Participants and the EPC Plenary.

## **5.5 Becoming a Participant**

Any undertaking which is eligible under section 5.4 above may apply to become a Participant.

Applications shall be submitted to the EPC in accordance with its application procedures as set out in the Internal Rules.

To apply to become a Participant, an undertaking shall submit to the EPC an executed and original Adherence Agreement and submit Supporting Documentation to the EPC. A Participant may appoint an agent to complete an Adherence Agreement on its behalf. If the latter procedure is adopted the Participant undertakes all rights and obligations under the Rulebook and the documents specified in section 5.2 above as if it had completed the Adherence Agreement itself.

The EPC may require additional information from the applicant in support of its application.

An applicant becomes a Participant on an admission date specified by the EPC in accordance with the Internal Rules. Names of applicants which will become Participants at a future date may be pre-published, and a date designated and published when they will become Participants.

In consideration of the mutual obligations constituted by the Rulebook, an applicant agrees to be bound by, becomes subject to and shall enjoy the benefits of, the Rulebook upon becoming a Participant.

If an application to become a Participant is rejected, the relevant applicant shall receive notice of such in writing and be provided with a statement of the reasons for such rejection.

Upon receipt of such a written rejection, the applicant may appeal against the decision in accordance with the Internal Rules.

## **5.6 B2B Scheme List of Participants**

The B2B Direct Debit Scheme List of Participants shall be maintained in good and up-to-date order and arrangements will be made for such list to be made available to Participants when issued or updated.

Such list shall contain:

- current contact details for each Participant for the purpose of enabling notices to be served on Participants in accordance with the Rulebook
- the date on which each Participant attained Participant status
- details of undertakings which have been removed from the list, including the date of their removal; and

- such other information as is considered appropriate in the interests of the effective management of the B2B Scheme.

Any changes to contact details will be notified by Participants, in accordance with the B2B Scheme management process.

By submitting an application to become a Participant, an undertaking consents to publication of the details referred to in this section 5.6.

## **5.7 Obligations of a Creditor Bank (👁 e-Mandates see the indicated points below)**

(👁 AMI)

In respect of each of its Creditors, a Creditor Bank shall:

- enter into an agreement governing the provision and use of services relating to the B2B Scheme only after applying the principles of “Know Your Customer”
- ensure that such agreement is consistent with the Rulebook
- ensure that such agreement makes adequate provision for the Creditor Bank’s succession (e.g. through merger or acquisition), in accordance with the Rulebook
- not restrict its Creditors from obtaining similar services relating to the B2B Scheme from any other Creditor Bank
- comply with applicable principles issued from time to time in relation to risk mitigation as set out in the Rulebook and Annex II
- in the event that a prospective Creditor does not have a Creditor Identifier, provide or procure the provision of such a number
- perform all operational tasks allocated to Creditor Banks under the Rulebook and comply with the standards set out in the SEPA B2B Direct Debit Scheme Inter-bank Implementation Guidelines
- effect exceptional processing (including all Rejects and Returns in relation to its Creditors' accounts) in accordance with the Rulebook, and take care to avoid an excessive proportion of Rejects and Returns in respect of Collections in relation to any particular Creditor.
- pay the amount of each Return to the relevant Debtor Bank, regardless of the status of the Creditor’s account or the Creditor itself
- provide to the Debtor Bank without undue delay such information relating to the relevant Collection and Mandate as has been made available to it by the relevant Creditor and provide to the Debtor Bank a copy of the relevant Mandate (👁 e-Mandates)
- monitor the use by its Creditors of SEPA B2B Direct Debits to ensure continuing compliance with the Rulebook and in order to mitigate all the risks

- in the event that it has credible evidence that its Creditor has effected or proposes to effect one or more SEPA B2B Direct Debits with intent to defraud any person, cease forthwith to effect further Collections for such Creditor
- ensure that, in its agreements with Creditors governing the provision and use of services relating to the B2B Scheme, it has the right to terminate such agreements in the event that Creditors misuse the B2B Scheme and that it exercises such right in such an event

A Creditor Bank shall oblige each of its Creditors, in accordance with the relevant requirements set out in the Rulebook:

- to obtain and use a Creditor Identifier when effecting SEPA B2B Direct Debits
- to use a form of Mandate which complies with the Rulebook
- to comply with the terms of Mandates agreed with its Debtors
- to collect, process and store data related to its Mandates in accordance with the relevant provisions of the Rulebook
- to pre-notify its Debtors in relation to Collections it proposes to initiate in accordance with the relevant Mandate
- to initiate Collections with the Creditor Bank in accordance with the relevant timing requirements set out in the Rulebook
- to perform all operational tasks allocated to Creditors under the Rulebook
- to effect all Rejects and Returns in relation to its Collections presented through the Creditor Bank
- without delay, to provide the Creditor Bank with information relating to its Collections and Mandates, and a copy of any Mandate, when requested by the Creditor Bank (👁 e-Mandates)
- to comply with any guidance for Creditors issued from time to time in relation to risk mitigation
- to resolve any disputes concerning the underlying contract and the related payments directly with the Debtor

## 5.8 Obligations of a Debtor Bank

(🔄 AMI)

In respect of each of its Debtors, a Debtor Bank shall:

- enter into an agreement governing the provision and use of services relating to the B2B Scheme, including the instructions agreed between the Debtor and the Debtor Bank regarding the obligations for the Debtor Bank to check incoming Collections against the Mandate data received from the Debtor.
- ensure that such agreement is consistent with the Rulebook



- ensure that such agreement makes adequate provision for the Debtor Bank's succession (e.g. through merger or acquisition), in accordance with the Rulebook
- ensure that the Debtor is not a 'consumer' and is authorised by national law to opt out from the refund right for authorised transactions contained in Articles 51 and 62 of the Payments Services Directive as some national laws may associate 'micro-enterprises' with consumers
- allow Debtors to prohibit the application of SEPA Business to Business Direct Debits to its account
- to comply with applicable principles issued from time to time in relation to risk mitigation as set out in the Rulebook and in Annex II
- perform all operational tasks allocated to Debtor Banks under the Rulebook and comply with the standards set out in the SEPA Data Model
- effect all Rejects and Returns in relation to its Debtors' accounts, in accordance with the Rulebook, even if the Debtor's account is closed
- provide to the Debtor without undue delay such information relating to the relevant Mandate as has been made available to it by the relevant Creditor Bank, and provide to the Debtor with a copy of the relevant Mandate.
- obtain confirmation from the Debtor on the accuracy of the B2B Mandate data received as part of the first Collection before debiting the Debtor's account
- for each successive Collection, check the Mandate related data against such data for previous Collections stored by the Debtor Bank

A Debtor Bank shall oblige each of its Debtors, in accordance with the relevant requirements set out in the Rulebook:

- to resolve any disputed Collection directly with the Creditor concerned, and accept that the obligations of the Debtor Bank and the Creditor Bank under the B2B Scheme are not subject to claims or defences under the contractual or other arrangements in place between Debtor and Creditor
- to inform the Debtor Bank about any change in the position of a Debtor regarding his right to opt out from the right to claim a refund for an authorised transaction
- to inform the Debtor Bank about any cancellation or amendment of the Mandate by no later than the day on which the amendment or cancellation is to take effect and before the Due Date of the presentation of the next Direct Debit collection in order to perform the necessary checks.

## **5.9 Limitation of Liability (👁 e-Mandates)**

### **5.9.1 No-fault Reimbursement of Returns**

In respect of each SEPA B2B Direct Debit which is the subject of a Collection received by a Debtor Bank from a Creditor Bank, such Creditor Bank shall indemnify the Debtor Bank in respect of the amount of any Collection subject to a Return.



### **5.9.2 Compensation for Breach of the Rulebook**

A Participant who is party to a SEPA B2B Direct Debit shall be liable to the other Participant who is also party to that SEPA B2B Direct Debit for all foreseeable losses, costs, damages and expenses (including reasonable legal fees), taxes and liabilities for any claims, demands or actions (each referred to as a "Loss"), where the Loss arises out of or in connection with:

- breach of the Rulebook relating to the Collection by the relevant Participant, its employees or agents;
- any negligent acts or omission of the relevant Participant, its employees or agents relating to the Collection insofar as relevant to the operation of the B2B Scheme; or
- any operational failure of the relevant Participant, its employees or agents relating to the Collection insofar as relevant to the operation of the B2B Scheme.

### **5.9.3 Limits on Liability**

A Participant's liability under the B2B Scheme Rulebook is limited as follows:

- The maximum amount which may be claimed in respect of a Loss is the amount of the Collection.
- The cap on liability applies even if there has been gross negligence by the liable Participant, its employees or agents.
- The cap on liability does not apply in the event of wilful intent by the liable Participant or by the Participant's employees or agents.
- The maximum amount which may be claimed in respect of a Loss is subject to proportionate reduction in the case of contributory negligence of the Participant making the claim, its employees or its agents.
- A Loss which results from action taken to limit or manage risk shall not be claimed.
- A Loss can be regarded as foreseeable only if it is regularly experienced by Participants active in making cross border payments to SEPA countries.

### **5.9.4 Force Majeure**

Further, a Participant shall not be liable for any failure, hindrance or delay in performance in whole or in part of its obligations under the Rulebook if such failure, hindrance or delay arises out of circumstances beyond its control. Such circumstances may include, but are not limited to, acts of God, fire, flood and unavailability of energy supplies.

## **5.10 Liability of the EPC**

The EPC, its agents, employees or the employees of its agents shall not be liable for anything done or omitted in the exercise of any discretion under the Rulebook unless it is shown that the act or omission was effected in bad faith.

The EPC, its agents, their employees and the employees of their agents shall not be liable for any losses which are not foreseeable.

## 5.11 Termination

A Participant may terminate its status as a Participant by giving no less than six months' prior written notice to the SMC of the EPC, such notice to take effect on a designated day (for which purpose such a day will be designated at least one day for each month). As soon as reasonably practicable after receipt of such notice, it or a summary shall be published to all other Participants in an appropriate manner.

A former Participant shall continue to be subject to the Rulebook in respect of all activities which were conducted prior to termination of its status as a Participant and which were subject to the Rulebook, until the date on which all obligations to which it was subject under the Rulebook prior to termination have been satisfied. In particular, in each case by the former Participant and in favour of the former Participant, as appropriate:

- all SEPA B2B Direct Debit obligations incurred prior to termination of its status as a Participant are preserved and shall be performed in accordance with the Rulebook;
- partly-completed SEPAB2B Direct Debit obligations shall be fully completed; and
- all rights accrued prior to such termination are preserved.

Upon termination of its status as a Participant, an undertaking shall not incur any new obligations under the Rulebook. Further, upon such termination, the remaining Participants shall not incur any new obligations under the Rulebook in respect of such undertaking's prior status as a Participant. In particular, no new SEPA B2B Direct Debit obligations may be incurred by the former Participant or in favour of the former Participant.

The effective date of termination of a Participant's status as a Participant is (where the Participant has given notice in accordance with the first paragraph of section 5.10) the effective date of such notice, or (in any other case) the date on which the Participant's name is deleted from the B2B Scheme List of Participants, and as of that date the Participant's rights and obligations under the Rulebook shall cease to have effect except as stated in this section 5.11.

This section, sections 5.9, 5.10, 5.12 and Annex II of the Rulebook shall continue to be enforceable against a Participant, notwithstanding termination of such Participant's status as a Participant.

## 5.12 Intellectual Property

The Participants acknowledge that any copyright in the Rulebook belongs to the EPC. The Participants shall not assert contrary claims, or deal with the Rulebook in a manner that infringes or is likely to infringe the copyright held by the EPC in the Rulebook.

## 5.13 Compliance by CSMs

A CSM that participates in the B2B Scheme as a SEPA compliant CSM in accordance with the conditions set out in the PE-ACH/CSM Framework shall carry out a regular self-assessment to demonstrate its compliance with the PE-ACH/CSM Framework.

A CSM that complies with the PE-ACH/CSM Framework shall notify of its users and owners of its compliance in an appropriate manner.

A CSM that operates solely on a bilateral or internalised basis pursuant to paragraph 2.1 of the PE-ACH/CSM Framework is not obliged to carry out a self-assessment or notify the SMC of its compliance with the PE-ACH/CSM Framework in accordance with this section.

#### **5.14 Interchange Fees**

Subject to the SEPA Regulation and Regulation (EC) No 924/2009 of the European Parliament and of the Council on cross-border payments in the Community and repealing Regulation (EC) No 2560/2001, Participants may have Interchange Fee arrangements. For R-transactions an Interchange Fee may be charged either as part of the R-transaction or through other means.

#### **Unresolved Issues and Compliance**

- Sections 2.3 and 2.4 of the Internal Rules will not apply in the event of an Unresolved Issue relating to Interchange Fee arrangements.

#### **5.15 Contractual Provisions**

The Rulebook contains legal obligations which are binding on the Participants and which are enforceable against a Participant by the SMC or another Participant. The whole Rulebook is intended to have legal effect. In the event of any inconsistency between the provisions of the Rulebook, the provisions of this Chapter 5 shall prevail. Subject to the prevalence of provisions in this Chapter 5, the provisions of Chapter 4 shall prevail over any other provision in the Rulebook.

This Rulebook constitutes the entire agreement between any Participants, and between any Participant and the EPC, relating to each SEPA Business-to-Business Direct Debit. Accordingly, the provisions of this Rulebook shall prevail over any conflicting previous agreement, rules or practices (including rules or practices of national payment schemes) which purport to apply to SEPA Business-to-Business Direct Debits. This provision does not prohibit any Participant from continuing to make payments through a national payment scheme.

Each Mandate and the terms of each agreement governing the provision and use of services relating to the B2B Scheme between respectively the Debtor and Debtor Bank and the Creditor and Creditor Bank shall continue for the benefit of the successors and permitted assignees of any relevant party.

For the purposes of the computation of time or any period of time under the Rulebook, only days which are Inter-Bank Business Days shall be included in such computation, unless a particular period of time is expressed in Banking Business Days, Calendar Days, or other calendar time units, for example, weeks, months or years.

Where reference is made to Banking Business Days, a Participant will only be required to execute its obligations under the Rulebook on days on which it is open for business, as required for the execution of a SEPA B2B Direct Debit. Therefore, where an obligation falls to be executed by a Participant on a day which is not a Banking Business Day, the Participant must execute this obligation on the next Banking Business Day. The definition of Banking Business Day is therefore to be construed in accordance with this provision.

Every document that is required to be provided by one party to another or by a party to the EPC or vice versa, under the Rulebook shall be provided in the English language.

Any reference in the Rulebook to a person or an undertaking (however described) shall include its successors.

Headings in the Rulebook are used for ease of reference only.

The Rulebook is governed by, and shall be construed in accordance with, Belgian law.

The Rulebook is drawn up in the English language. If the Rulebook is translated into any other language, the English language text prevails.

## **5.16 Application of the PSD between Participants from 1 November 2009**

Each Participant that is not subject to the Payment Services Directive under its national law shall vis-à-vis other Participants and vis-à-vis its Customers and to the extent permitted by the national law applicable to such Participant, comply with and perform obligations that are substantially equivalent to those provisions in Title III and IV of the Payment Services Directive which are relevant for SEPA Direct Debits.

Further, each Participant (whether or not subject to the Payment Services Directive) shall refrain, to the extent reasonably possible, from exercising any rights accorded to it under its national law vis-à-vis other Participants and vis-à-vis its Customers that either conflict or that could potentially conflict with the provisions in Title III and IV of the Payment Services Directive.

The obligations of each Participant (whether or not subject to the Payment Services Directive) under the Rulebook shall apply notwithstanding that the Payment Services Directive is limited in its geographical scope (art. 2 Payment Services Directive).

## **5.17 Rules to migrate legacy mandates**

The Tables below set out rules relating to mandates which have been issued under a legacy direct debit scheme before the Creditor completes the process of changing to the B2B Scheme and which the Creditor would like to migrate to SEPA Direct Debit Mandates in line with procedures agreed at a national level. These mandates may not comply fully with the requirements of the Rulebook and are called "**legacy mandates**". These rules allow for legacy mandates to be handled under the Scheme in certain limited circumstances. These migration rules do not impose any obligation on Participants or national communities to carry out migration of legacy mandates in any particular fashion (or at all).

The rules do not apply to new SEPA Direct Debit Mandates entered into after the launch of the relevant Scheme and the Creditor has transferred to the Scheme; the Creditor and Creditor Bank must comply with all Process Steps and Datasets, and all other relevant Rulebook requirements, in respect of Mandates created after that date.

The Creditor and Creditor Bank will agree on the dates for the Creditor to begin the process of changing to the Scheme and the date when those changes are completed. The start date for the Creditor Bank to provide direct debit collection services to the Creditor under the Rulebook will be the date when those changes have been completed.

Most legacy schemes are Creditor mandate flow schemes - as is the case with the two Direct Debit Schemes. However, a relatively small number of legacy schemes will be Debtor mandate flow ("DMF") schemes. A DMF scheme is basically a direct debit scheme under which the Debtor Bank, rather than the Creditor, receives and retains the mandate. This different mandate flow has raised a small number of different considerations when drafting the migration rules. Therefore the migration rules applicable to legacy Creditor mandate flow schemes are set out in Table 1 below and the rules applicable to legacy DMF schemes are set out in Table 2.

**Table 1 - Creditor mandate flow schemes**

<b>Rule number</b>	<b>Material to which the migration rule applies</b>	<b>Description of requirement</b>	<b>Migration rule</b>
1.	PT-01.01/02	Mandate can be executed in a paper-based process (PT-01.01) or, by an electronic process (PT-01.02)	In respect of legacy mandates: <ul style="list-style-type: none"> <li>• compliance with the requirements of PT-01-01 is waived provided that migration rule 3 has been complied with</li> <li>• compliance with the requirements of PT-01-02</li> </ul>
2.	PT-06.03; PT - 06.04; 5.7 - (j); 5.7 - (2), (4) and (9)	Creditor to provide to Creditor Bank a copy of the Mandate, if requested by the Debtor Bank	In respect of legacy mandates, compliance with the requirement to provide a copy of the Mandate is waived provided that:
			<p>(a) the applicable legacy scheme rules include no obligation for a paper-based mandate;</p> <p>(b) the Creditor Bank can provide evidence acceptable under the legacy scheme rules that the mandate had been properly constituted under those rules; and</p> <p>(c) the mandatory data elements have been collected and stored in accordance with migration rule 3.</p>
3.	DS-01	Mandatory data elements in the SDD Mandate.	In respect of legacy mandates, the following rules provide for how the mandatory elements in the SDD Mandate may be addressed if not available as part of the legacy mandate:

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
			<p><b>Unique Mandate reference</b> - Creditor must provide an individual mandate reference number.</p> <p><b>Name of Debtor</b> - Debtor's name is always part of legacy direct debit schemes.</p> <p><b>Address of Debtor</b> - Address to be extracted from the underlying contract or requested from the Debtor.</p> <p><b>Account number (IBAN) of the account to be debited</b> - Either provided by the Debtor Bank, calculated by or on behalf of the Creditor Bank based on Debtor account information, or requested by the Debtor.</p>
			<p><b>BIC code of Debtor Bank</b> - Either provided by the Debtor Bank, calculated by or on behalf of the Creditor Bank based on Debtor account information, or requested from the Debtor.</p> <p><b>Identifier of the Creditor</b> - Must be applied either by the Creditor or Creditor Bank from the issuing authority of Creditor's country of residence or any other issuing authority within the SEPA member states.</p> <p><b>Name of the Creditor</b> - Creditor's name is always part of legacy direct debit schemes.</p> <p><b>Address of the Creditor</b> - Creditor's address is always part of legacy direct debit schemes.</p>

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
			<p><b><i>Date of signing</i></b> - Where the actual date of the legacy mandate is not known, the date should be the date on which the legacy mandate is converted to a SEPA Mandate. The instrument of migration (e.g. notification to Debtor, legislation or regulation) should be stored together with the legacy mandate.</p> <p><b><i>Signature(s) of the Debtor</i></b> - This is the signature of the legacy mandate. If a written signature is not a requirement of the legacy mandate, the signature can be replaced by the instrument of migration (e.g. notification to Debtor, legislation or regulation) stored together with the legacy mandate.</p>
			<p><b><i>Transaction type</i></b> - This should be taken from the nature of the legacy mandate. It is assumed that mandates to be migrated from legacy schemes are normally recurrent.</p>
4.	7	Definition of "Mandate"	The term "Mandate" when used in the Rulebook includes legacy mandates created before the date the Creditor completes the process of changing to the Scheme and which comply with these rules.

**Table 2 - Debtor mandate flow schemes**

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
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Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
1.	PT-01.01/02	Mandate can be executed in a paper-based process (PT-01.01) or, by an electronic process (PT-01.02)	<p>In respect of legacy DMF mandates:</p> <ul style="list-style-type: none"> <li>compliance with the requirements of PT-01-01 is waived provided that:               <p>(a) migration rule 4 has been complied with; and</p> <p>(b) the Creditor has been supplied with, or has access to, the mandate information held by the Debtor Bank.</p> </li> <li>compliance with the requirements of PT-01-02</li> </ul>
2.	PT-01.03	Creditor dematerialises the paper Mandate	<p>In respect of legacy DMF mandates, compliance with PT-01.03 is waived provided that the Creditor:</p> <p>(a) dematerialises the information of the mandate it receives from the Debtor Bank under migration rule 1; and</p>
			<p>(b) sends such information after dematerialisation to the Creditor Bank as part of each transaction based on the Mandate as described in PT-04.03.</p>
3.	PT-06.01; PT-06.03; PT-06.04; 5.7 - (j); 5.7 - (2), (4) and (9)	Creditor or Creditor Bank to provide a copy of the Mandate, if requested by the Debtor Bank	<p>In respect of legacy DMF mandates, compliance with the requirement to provide a copy of the Mandate is waived provided that:</p> <p>(a) the applicable legacy scheme rules include a requirement for the Debtor Bank to hold the signed mandate; or</p>



Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
			<p>(b) the applicable legacy scheme rules include no obligation for a paper-based mandate; and</p> <p>(c) the mandatory data elements have been collected and stored in accordance with migration rule 4.</p>
4.	DS-01	Mandatory data elements in the SDD Mandate.	<p>In respect of DMF legacy mandates, the following rules provide for how the mandatory elements in the SDD Mandate may be addressed if not available as part of the legacy mandate:</p> <p><b>Unique Mandate reference</b> - Creditor must provide an individual mandate reference number.</p> <p><b>Name of Debtor</b> - Debtor's name is always part of legacy direct debit schemes.</p> <p><b>Address of Debtor</b> - Address to be extracted from the underlying contract or requested from the Debtor.</p>
			<p><b>Account number (IBAN) of the account to be debited</b> - Either provided by the Debtor Bank, calculated by or on behalf of the Creditor Bank based on Debtor account information, or requested by the Debtor.</p> <p><b>BIC code of Debtor Bank</b> - Either provided by the Debtor Bank, calculated by or on behalf of the Creditor Bank based on Debtor account information, or requested from the Debtor.</p>

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
			<p><b>Identifier of the Creditor</b> - Must be applied either by the Creditor or Creditor Bank from the issuing authority of Creditor's country of residence or any other issuing authority within the SEPA member states.</p> <p><b>Name of the Creditor</b> - Creditor's name is always part of legacy direct debit schemes.</p> <p><b>Address of the Creditor</b> - Creditor's address is always part of legacy direct debit schemes.</p> <p><b>Date of signing</b> - Where the actual date of the legacy mandate is not known, the date should be the date on which the legacy mandate is converted to a SEPA Mandate. The instrument of migration (e.g. notification to Debtor, legislation or regulation) should be stored together with the legacy mandate</p>
			<p><b>Signature(s) of the Debtor</b> - This is the signature of the legacy mandate. If a written signature is not a requirement of the legacy mandate, the signature can be replaced by the instrument of migration (e.g. notification to Debtor, legislation or regulation) stored together with the legacy mandate.</p> <p><b>Transaction type</b> - This should be taken from the nature of the legacy mandate. It is assumed that mandates to be migrated from legacy schemes are normally recurrent.</p>

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
5.	7	Definition of "Mandate"	The term "Mandate" when used in the Rulebook includes DMF legacy mandates created before the date the Creditor completes the process of changing to the Scheme and which comply with these rules.

## **6 SEPA SCHEME MANAGEMENT**

The Scheme Management Entity is EPC AISBL acting in accordance with the EPC Charter.

SEPA Scheme Management comprises two functions. The first function involves managing the development and evolution of the B2B Scheme and the second function involves the administration of the B2B Scheme and the process of ensuring compliance with its rules. The detailed rules that describe the operation of these functions are set out in the Internal Rules of SEPA Scheme Management in Annex IV of the Rulebook.

### **Development and Evolution**

The development and evolution function of SEPA Scheme Management establishes formal change management procedures for the B2B Scheme. The change management procedures aim to ensure that the B2B Scheme is kept relevant for its users and up-to-date, with structured processes for initiating and implementing changes to the B2B Scheme, the Rulebook and related documentation. An important component of change management is the innovation of ideas for enhancing the quality of the existing B2B Scheme as well for developing new schemes, based always on sound business cases.

The development of change proposals is to be carried out through clear, transparent and structured channels, which take into account the views of Scheme Participants, SEPA service suppliers, end-users as well as other concerned groups.

The development and evolution function shall be performed by the EPC Plenary, supported by the SEPA Payment Schemes Working Group ('SPS WG') or by such other working and support group as the EPC Plenary may designate. The EPC Plenary and the SPS WG shall perform the development and evolution function in accordance with the procedures set out in the Internal Rules.

### **Administration and Compliance**

The administration and compliance function of SEPA Scheme Management establishes rules and procedures for administering the adherence process for the B2B Scheme, for addressing cases of claimed non-compliance by Participants with the rules of the B2B Scheme and for addressing situations where Participants are unable to resolve their grievances through local, national dispute resolution methods.

In addition, the Internal Rules provide for an appeals process on decisions taken by the SMC on adherence and complaints matters.

The administration and compliance function aims to ensure that the B2B Schemes are administered fairly and transparently at every stage in accordance with the Rulebook and general principles of applicable law.

The administration and compliance function shall be performed by the SMC.

The roles, rights and powers of the SMC and the EPC Plenary are set out in detail in the Internal Rules and in the EPC Charter.

The SMC and the EPC Plenary are supported by a common EPC Secretariat in the exercise of their SEPA Scheme Management functions.

The parties to this Rulebook are the EPC and each Participant. The SMC and the EPC Plenary are established by the EPC in accordance with the EPC Charter and are organs of the EPC. In this Rulebook, references to the rights, obligations and entitlements of the SMC and the EPC Plenary may be read as references to the rights, obligations and entitlements of the EPC.

The Internal Rules form part of this Rulebook and may only be amended in accordance with the procedures set out in section 3 of the Internal Rules.

The Internal Rules shall be binding on Participants in accordance with section 1.4 and 5.2 of the Rulebook.

## 7 TERMS DEFINED IN THE RULEBOOK

Definitions taken from other documents are acknowledged. Terms defined elsewhere in this document are not repeated here, but only referenced.

	Definition
<b>Additional Optional Services</b>	Complementary features and services based on the B2B Scheme, as described in section 2.4 of the Rulebook.
<b>Adherence Agreement</b>	The agreement to be completed as part of the process by which an entity applies to become a Participant.
<b>AOS</b>	<i>See 'Additional Optional Services'.</i>
<b>Business Identifier Code (BIC)</b>	An 8 or 11 character ISO code assigned by SWIFT and used to identify a financial institution in financial transactions (ISO 9362).
<b>Banking Business Day</b>	<i>Defined in section 4.3</i>
<b>BIC</b>	<i>See 'Business Identifier Code'.</i>
<b>Business Customer</b>	<i>Defined in section 2.2</i>
<b>B2B Mandate</b>	A B2B Mandate is a Mandate signed under the rules of the B2B Scheme.
<b>B2B Scheme</b>	SEPA Business-to-Business Direct Debit Scheme
<b>Calendar Day</b>	A Calendar Day means any day of the year.
<b>Category purpose of the Collection</b>	<i>Defined in section 4.8.48</i>
<b>Clearing</b>	The process of transmitting, reconciling and, in some cases, confirming payment orders prior to Settlement, possibly including the netting of instructions and the establishment of final positions for Settlements.
<b>Clearing and Settlement Mechanism ("CSM")</b>	A Clearing and Settlement Mechanism (including a PE-ACH) as described in the PE-ACH/CSM Framework, reference. [2]
<b>Collection</b>	A Collection is the part of a Direct Debit Transaction starting from the Collection initiated by the Creditor until its end through the normal debiting of the Debtor's account or until the completion by a Reject or Return.
<b>Commencement Date</b>	The date on which the EPC resolves to commence operation of the B2B Scheme in accordance with section 5.1.
<b>Core Scheme</b>	<i>See 'SEPA Core Direct Debit Scheme'</i>
<b>Creditor</b>	<i>Defined in section 3.1.</i>
<b>Creditor Bank</b>	<i>Defined in section 3.1.</i>
<b>Creditor Reference Party</b>	<i>Defined in section 4.8.32</i>
<b>Customer Account</b>	The account held by a Business Customer in the books of a SEPA Participant.

## Definition

<b>Cut-off Time</b>	The Rulebook defines Time Cycles expressed in the time-unit “day”. More detailed time limits expressed in “hours-minutes” must be specified by all actors, including CSMs, for operating the B2B Scheme.
<b>D</b>	<i>Defined in section 4.3.1.</i>
<b>Debtor</b>	<i>Defined in section 3.1.</i>
<b>Debtor Bank</b>	<i>Defined in section 3.1.</i>
<b>Debtor Reference Party</b>	<i>Defined in section 4.8.16</i>
<b>Direct Debit Collection</b>	<i>See ‘Collection.’</i>
<b>Direct Debit Transaction</b>	A Direct Debit Transaction is the whole process of the execution of a payment made by the use of direct debit, starting from the Collection initiated by the Creditor up to its finality, being or the normal execution, or the Reject or the Return of the Collection. It is the end-to-end execution of a direct debit payment.
<b>Due Date</b>	<i>Defined in section 4.3.1.</i>
<b>EBA</b>	European Banking Association.
<b>EBPP</b>	EBPP stands for “Electronic Bill Presentment and Payment” and identifies a payment process where the handling of the underlying bill is, in one way or another, integrated in the payment process.
<b>ECSA</b>	European Credit Sector Association.
<b>EPC</b>	The European Payments Council.
<b>EPC Charter</b>	The Charter of the European Payments Council dated 18 June 2004, as amended from time to time.
<b>EU</b>	The European Union.
<b>File</b>	An electronic envelope containing a number of transactions that allows the receiver of the File to control its integrity. A File may contain a single transaction, or several single transactions, or batches of transactions.
<b>Funds</b>	In relation to a payment transaction shall mean cash, scriptural money and electronic money as defined in Directive 2000/46/EC.
<b>IBAN</b>	An expanded version of the basic bank account number (BBAN) intended for use internationally that uniquely identifies an individual account at a specific financial institution in a particular country (ISO 13616, EBS 204).  As of late-2005, ISO is in the process of aligning the ISO 13616 Standard with the European Standard EBS 204. In due course the ISO Standard will replace the EBS standard (reference [3]).
<b>Inter-Bank Business Day</b>	<i>Defined in section 4.3 .</i>
<b>Interchange Fee</b>	a fee paid between the Debtor Bank and the Creditor Bank for direct debit transactions

## Definition

<b>Internal Rules</b>	The Internal Rules of SEPA Scheme Management, as set out in Annex IV of this Rulebook, and as amended from time to time.
<b>Intermediary Bank</b>	A bank which is neither that of the Creditor nor that of the Debtor and which participates in the execution of a Collection.
<b>Loss</b>	<i>Defined in section 5.7.</i>
<b>Mandate</b>	<i>Defined in section 4.1.</i>
<b>National Direct Debit Scheme</b>	A set of rules and operational procedures built by a national banking-community in order to operate efficient and secure direct debiting in an individual country. According to domestic needs there may exist one or more National Direct Debit Schemes in a country.
<b>National Payment Scheme</b>	A set of rules and operational procedures built by a national banking-community in order to operate efficient and secure payments in an individual country.
<b>Original Amount</b>	Original ordered amount for each Collection, as specified by the Creditor to the Creditor Bank.
<b>Participant</b>	An entity accepted to be part of the Scheme in accordance with section 5.4 of the Rulebook.
<b>Payment Services Directive</b>	Directive 2007/64/EC on Payment Services in the Internal Market.
<b>PE-ACH</b>	Pan-European Automated Clearing House. A business platform for the processing of euro payment instruments made up of governance rules and payments practices and supported by the necessary technical platform(s).
<b>PE-ACH CSM Framework</b>	The EPC document that establishes the principles on which CSMs will support the schemes for credit transfer and direct debits, as set out in reference [2].
<b>Pre-notification</b>	The notification provided by the Creditor to the Debtor of the amount and time schedule prior to the date on which the debits are to be collected. The notice can be provided as a separate piece of information, or via inclusion in a regular statement, bill, or invoice.
<b>Purpose of the Collection</b>	<i>Defined in section 4.8.47</i>
<b>Reachability</b>	Reachability is the concept that all Customer Accounts in SEPA are accessible for the receipt of direct debits in the Core Scheme.
<b>Refusals</b>	<i>Defined in section 4.4.</i>
<b>Rejects</b>	<i>Defined in section 4.4.</i>
<b>Remittance Information</b>	Information supplied by the Creditor to be passed to the Debtor.
<b>Request for Cancellation</b>	<i>Defined in section 4.4.</i>
<b>Returns</b>	<i>Defined in section 4.4.</i>



## Definition

<b>Reversal</b>	<i>Defined in section 4.4.</i>
<b>Revocation</b>	<i>Defined in section 4.4.</i>
<b>R-transactions</b>	Direct debit Transactions that result in exception processing are referred to as ‘R-transactions’.
<b>Scheme Management Committee</b>	The committee of the EPC that shall perform the administration and compliance function of SEPA Scheme Management.
<b>SEPA</b>	SEPA is the area where citizens, companies and other economic actors will be able to make and receive payments in euro, within all the EU Member States, whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location. For the geographical scope, see the EPC list of SEPA countries (Reference [17]).
<b>SEPA Business-to-Business Direct Debit Scheme</b>	The SEPA Business-to-Business Direct Debit Scheme is the payments scheme for making direct debits across SEPA by Business Customers, both the Debtor and the Creditor, as set out in the SEPA Business-to-Business Direct Debit Scheme Rulebook.
<b>SEPA Business-to-Business Direct Debit Scheme Rulebook</b>	The Rulebook setting out rules and business standards for the SEPA Business to Business Direct Debit Scheme.
<b>SEPA B2B Direct Debit Scheme</b>	<i>See ‘SEPA Business-to-Business Direct Debit Scheme’</i>
<b>SEPA Core Direct Debit</b>	A SEPA Core Direct Debit is the payment instrument governed by the rules of the SEPA Core Direct Debit Scheme for making direct debit payments in euro throughout SEPA from bank accounts to other bank accounts.
<b>SEPA Core Direct Debit Scheme</b>	The SEPA Core Direct Debit Scheme is the payments scheme for making direct debits across SEPA, as set out in the SEPA Core Direct Debit Scheme Rulebook.
<b>SEPA Core Direct Debit Scheme Rulebook</b>	The Rulebook setting out rules and business standards for the SEPA Core Direct Debit Scheme.
<b>SEPA Credit Transfer Scheme</b>	The SEPA Credit Transfer Scheme is the payments scheme for making credit transfers across SEPA, as set out in the SEPA Credit Transfer Scheme Rulebook.
<b>SEPA Credit Transfer Scheme Rulebook</b>	The Rulebook setting out rules and business standards for the SEPA Credit Transfer Scheme.
<b>SEPA Data Model</b>	This document sets out in detail elements of the logical data layer and the physical data layer of the B2B Scheme, as described in Chapter 0.5 of the Rulebook and reference [8]. The SEPA Data Model no longer constitutes a binding supplement to the Rulebook and will not be further updated for new Rulebook versions.

## Definition

<b>SEPA B2B Direct Debit</b>	A SEPA B2B Direct Debit is the payment instrument governed by the rules of the SEPA Business to Business Direct Debit Scheme for making direct debit payments in euro throughout SEPA from bank accounts to other bank accounts.
<b>SEPA Regulation</b>	Regulation (EU) 260/2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009 (the 'SEPA Regulation')
<b>SEPA Scheme</b>	A SEPA payment scheme is a common set of business rules, practices and standards for the provision and operation of a SEPA payment instrument agreed at an inter-bank level in a competitive environment.
<b>SEPA Scheme Management</b>	SEPA Scheme Management denotes the administration, compliance and development functions in relation to a SEPA Scheme.
<b>Settlement</b>	An act that discharges obligations with respect to the transfer of Funds between Creditor Bank and Debtor Bank.
<b>Settlement Cycle</b>	The time taken to achieve Settlement.
<b>Settlement Date</b>	The date on which obligations with respect to Funds transfer between Debtor Bank and Creditor Bank are discharged.
<b>SMC</b>	Scheme Management Committee, see Chapter 6.
<b>Supporting Documentation</b>	A legal opinion in the form set out on the website of the EPC, duly executed by the undertaking's internal or external counsel in accordance with the Internal Rules.
<b>TARGET Calendar</b>	<i>Defined in section 4.3.</i>
<b>Terms and Conditions</b>	The general Terms and Conditions that a bank has with its Business Customers (and which may contain dispositions about their rights and obligations related to B2B Scheme-debits. These dispositions may also be included in a specific agreement, at the bank's choice).
<b>Time Cycle</b>	This describes the time constraints of a process in terms of days per key process step.
<b>Transaction Type</b>	<i>Defined in section 4.8.22.</i>
<b>Unauthorised Transaction</b>	<i>Defined in section 3.2</i>

## **ANNEX I – DRAFT SEPA B2B DIRECT DEBIT ADHERENCE AGREEMENT**

**This is included as an example only.**

**The definitive version is to be found on the EPC Website**

**As part of the Guide to the SDD Schemes Adherence [16]**

## SEPA Business to Business Direct Debit Scheme Adherence Agreement

To: The European Payments Council (the "EPC")

From: *[Insert the Name and the address of the Applicant [s]:], hereafter "the Applicant"*

*[As set out in the list annexed to this Adherence Agreement]\**

-----  
([each]\* an "Applicant")

\*Please include the text in square brackets if this Adherence Agreement covers more than one entity.

### PREAMBLE

- (A) The SEPA Business to Business Direct Debit Scheme (the "**Scheme**") is a pan-European Direct Debit Scheme that operates in all SEPA countries, namely the EU member states, the three additional member states of the European Economic Area (the EEA), Switzerland, and other countries or territories which have been admitted to SEPA having met the EPC's criteria for adherence to and participation in SEPA.
- (B) The EPC oversees the operation of the Scheme in accordance with the terms and conditions set out in the SEPA Business to Business Direct Debit Scheme Rulebook (the "**Rulebook**").
- (C) The Rulebook sets out the rights and obligations of all institutions bound by its terms (the "**Participants**"), and the EPC Plenary and binds each Participant to comply with their obligations to the EPC and to all other Participants pursuant to the rules set out therein.
- (D) The EPC, acting on its behalf and on behalf of all Participants, will notify the Applicant of the date following the Readiness Date on which this Adherence Agreement becomes effective (the "Effective Date") as between the Applicant, the EPC and other Participants.
- (E) As of the Effective Date the Applicant shall become a **Participant** and be bound to all the obligations, and entitled to all the benefits, set out in the Rulebook.

### IT IS HEREBY AGREED AS FOLLOWS:

1. The Applicant hereby undertakes to all Participants and to the EPC to perform the obligations imposed by and to comply with the provisions of the Rulebook, as modified from time to time, with effect from the Effective Date.
2. The Applicant makes the following representations and warranties:
  - 2.1 The Applicant has the power and authority to enter into and has taken all corporate action to authorise its entry into the Scheme and to perform the obligations and comply with the provisions of the Rulebook.

- 2.2 The signatories of the Applicant [and the agent signing on behalf of the Applicant] have all necessary corporate authorisations and the power and authority to bind the Applicant to the Rulebook.
- 2.3 The Applicant shall ensure that it satisfies and will at all times during its participation in the Scheme satisfy the eligibility criteria for participation in the Scheme as set out in the Rulebook. If at any time, the Applicant has reason to believe that it no longer satisfies such criteria, or may be unable to satisfy such criteria, it shall notify the EPC immediately of the circumstances.
- 2.4 The Applicant is in a position to comply with all of the obligations set out in the Rulebook by the **“Readiness Date”** as stated in the accompanying Schedule.
3. By submitting this completed form of Adherence Agreement the Applicant agrees to be bound by the provisions of the EPC's Scheme Management Internal Rules governing applications for participation in the Scheme, whether or not it becomes a Participant.
4. Any communication, including service of process, to be made with the Applicant under or in connection with the Rulebook shall be made in writing and addressed to the Applicant at the address set out above.
5. The Applicant consents to the publication of its name and basic details of its adherence application on the public website of the EPC.
6. This Agreement is governed by Belgian law.

FOR AND ON BEHALF OF THE APPLICANT

Signed by

-----

Name/Position -----

Date of signature -----

Signed by

-----

Name/Position -----

Date of signature -----

Where this Adherence Agreement was signed by two signatories on different dates, it shall be considered as being dated the later date.

## **ANNEX II - RISK MITIGATION**

## **RISK MITIGATION**

This document (EPC310-07) has a restricted distribution and is therefore not included here. Should Participants wish to provide suppliers with a copy of this Risk Mitigation Annex, they must do this under a non-disclosure agreement. A suggested text is included here, but Participants may use their own document if they prefer.

Example non-disclosure agreement

**[To be typed on headed notepaper of the Bank disclosing information]**

[Insert name and address of person receiving information]

[Insert date]

Dear Sirs,

**SEPA DIRECT DEBIT SCHEME - RISK MITIGATION ANNEX**

This letter, which is to be understood as a legally binding agreement (hereinafter referred to as "Agreement") is to agree the basis upon which we will supply and/or have supplied to you Confidential Information in relation to the SEPA Direct Debit Scheme. In consideration of us supplying you with certain Confidential Information necessary for you to perform your functions under the commercial arrangements between us, you agree as follows:

**1. KEEPING CONFIDENTIAL INFORMATION CONFIDENTIAL**

You shall keep the Confidential Information confidential and, in particular, you shall:

- a) keep all documents and other material containing, reflecting, or which are generated from the Confidential Information separate from all other documents and materials and at your usual place of business in [insert name of country];
- b) exercise in relation to the Confidential Information no lesser security measures and degree of care than those which you apply to your own confidential information (and which you warrant as providing adequate protection against any unauthorised disclosure, copying or use).

**2. DEFINITIONS**

In this Agreement:

2.1 "Confidential Information" means any information contained within the Risk Mitigation Annex to the SEPA Core Direct Debit Scheme Rulebook disclosed (whether before or after the date of this Agreement and whether in writing, orally or by any other means and whether directly or indirectly) by us or by another person on our behalf to you or to another person on your behalf.

2.2 Shall not be considered as "Confidential Information" information which:

2.2.1 is already known to you, unless this information too was provided subject to a non-disclosure undertaking; and/or

2.2.2 has been gathered by you independently of us; and/or

2.2.3 has lawfully been obtained by you from a third party, without any duty of secrecy; and/or

2.2.4 has already been released into the public domain by the person lawfully entitled.

**3. DISCLOSURE OF CONFIDENTIAL INFORMATION**

3.1 You shall not disclose the Confidential Information to another person except that you may disclose the Confidential Information:

- a) to your employees [professional advisors, authorised representatives or sub-contractors] to the extent that it is essential to enable you to perform your functions (need to know basis).
- b) if disclosure is required by law, by a court of competent jurisdiction or by another appropriate regulatory body provided that you shall use all reasonable efforts to give us not less than [two business days'] notice in writing of that disclosure.



3.2 You shall use all reasonable efforts to prevent the disclosure of the Confidential Information except as mentioned in paragraph 3.1.

3.3 You shall ensure that each person to whom Confidential Information is disclosed pursuant to paragraph 3.1(a) complies with the terms of this Agreement as if that person was a party to this Agreement.

#### **4. ENTRY INTO FORCE AND DURATION**

4.1 This Agreement shall enter into force upon signature by both parties to this Agreement.

4.2 All the undertakings fixed in this Agreement shall be of indefinite duration.

4.3 The provisions of this Agreement shall remain in force even after the termination of the commercial arrangements/agreements between the parties to this Agreement.

4.4 You shall, within [7 (seven) business days] of a written request from us, and in any event upon termination of our commercial arrangements/agreement, return to us all documents and other material in the possession, custody or control of you or any of the persons falling within the exception mentioned in paragraph 3.1 (a) that contain any part of the Confidential Information and shall ensure that both you and such persons erase all Confidential Information held in electronic form on any computer, electronic file storage system or other electronic device (other than copies of computer records and/or files containing any Confidential Information which have been created pursuant to automatic archiving or back-up procedures).

#### **5. FURTHER AGREEMENTS**

5.1 We accept no responsibility for and make no representation or warranty, express or implied with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information. We are not liable to you or another person in respect of the Confidential Information or its use.

5.2 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

#### **6. GOVERNING LAW**

6.1 This Agreement is governed by [insert choice of law].

6.2 Disputes resulting from or in connection with the Agreement shall be referred to the competent court in [insert competent court].

6.3 Please indicate your full acceptance of this Agreement by signing and returning the enclosed copy of this Agreement to us.

Yours faithfully

---

for and on behalf of

[ ]

Agreed and accepted by

---

for and on behalf of

[ ]

Dated [ ]

## **ANNEX III – RULEBOOK AMENDMENTS AND CHANGES SINCE B2B SDD RULEBOOK VERSION 4.0**

**THIS ANNEX IS NOT A PART OF THE RULEBOOK AND IS INCLUDED IN THE  
RULEBOOK FOR INFORMATION PURPOSES ONLY**

## List of changes in B2B SDD Rulebook v4.1 compared to v4.0

### Key:

Column one contains the Rulebook reference

Column two contains a description of the amendments

Column three contains the type of amendment, as classified below:

- TYPO: typing and layout errors
- CLAR: clarification of the text
- CHAN: change of the Rulebook content

Reference	Description	Type
#0.1, 4.7.6, 4.8.1, 4.8.58, 5.14, 7	Amendments in order to comply with SEPA Regulation Articles 6(3) and 8	CHAN
Annex IV	Inclusion of version 4.0 of the SEPA Scheme Management Internal Rules	CHAN

## **ANNEX IV – SEPA SCHEME MANAGEMENT INTERNAL RULES**

# SEPA SCHEME MANAGEMENT INTERNAL RULES

(Approved by Plenary)

Abstract	This document contains descriptions of the internal organisation, structure, rules, and processes that make up Scheme Management of the SEPA Credit Transfer and Direct Debit Schemes. Such processes cover administration and compliance, and change management, including structured dialogue with stakeholders
Reason for Issue	Updates resulting from 2012 Scheme change management cycle. Main changes are the inclusion of a cost recovery model for conciliation, appeals and complaints and the inclusion of a new procedure for changes to the schemes for regulatory reasons

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## 0 DOCUMENT INFORMATION

### 0.1 References

This section lists documents referred to in this document. The convention used throughout is to provide the reference number only, in square brackets.

	Document Number	Title	Issued by:
[1]	PRES-EPC109-04-V2.1	Realisation of the Single Euro Payments Area – Roadmap 2004 – 2010	EPC
[2]	EPC125-05	SEPA Credit Transfer Scheme Rulebook	EPC
[3]	EPC016-06	SEPA Core Direct Debit Scheme Rulebook	EPC
[4]	EPC222-07	SEPA Business to Business Direct Debit Scheme Rulebook	EPC

### 0.2 Change History

Issue number	Dated	Reason for revision
1.0 approved	15/03/2007	National consultation until 30 April 2007
1.6 approved	19/06/2007	Approved by 19 June Plenary
1.6 approved (amended)	26/07/2007	Par.2.12. rewritten to reflect Plenary decision on composition of SMC.
2.0 approved	29/10/2009	Amendments resulting from Scheme change management cycle 2009 including public consultation on suggested changes to the SEPA Scheme Rulebooks
2.1 approved	29/09/2010	Amendment to allow removal of Scheme Participants from the register in case of them ceasing to exist. See paragraph 2.2.6.
3.0 approved	17/11/2011	Amendments resulting from Scheme change management cycle 2011
4.0 Approved	06/11/2012	Amendments resulting from Scheme change management cycle 2012

### 0.3 Purpose of Document

This document sets out the internal rules ("**Internal Rules**") that govern SEPA Scheme Management. This document covers the following topics:

1. Rules for the administration and compliance functions of SEPA Scheme Management, as performed by the Scheme Management Committee ("**SMC**").
2. Rules for the development and evolution function of SEPA Scheme Management, as performed by the EPC Plenary and the SEPA Payment Schemes Working Group ("**SPS WG**").

# 1 INTRODUCTION

## 1.1 The European Payments Council ("EPC")

### *EPC Objectives and Roles*

The EPC is the decision-making and co-ordination body of the European banking industry in relation to payments. The objective of the EPC is to provide leadership and support for the establishment of the Single Euro Payments Area ("SEPA").

The vision for SEPA was formulated in 2002 at the time of the launch of the EPC, when some 42 banks, the three European Credit Sector Associations ("ECSAs") and the Euro Banking Association ("EBA") came together and, after an intensive workshop, released the White Paper *Euroland: Our Single Payments Area*, in which the following declaration was made and subsequently incorporated into the EPC Charter:

"We, the European banks and European Credit Sector Associations ("ECSAs"), the European Banking Federation ("FBE") and the European Savings Banks Group ("ESBG") and the European Association of Co-operative Banks ("EACB"):

- share the common vision that Euro land payments are domestic payments;
- join forces to implement this vision for the benefit of European customers, industry and banks, and accordingly;
- launch our Single Payments Area."

As part of its role, the EPC is responsible for defining common positions on core payments services (retail and commercial payments) in euro in Europe and their settlement, giving strategic guidance on standards and best practice models for payments as well as monitoring the implementation of decisions taken on SEPA-related issues to ensure that SEPA payment service providers can maintain self-regulation and meet the expectations of users in an effective and efficient manner.

The EPC is established as an international, not-for-profit association under Belgian law, with its headquarters in Brussels.

### *Organisation of the EPC*

This section sets out an overview of the organisational structure of the EPC, as described in detail in the EPC Charter.

The EPC Plenary is the main decision-making body of the EPC, comprising the members of the EPC<sup>1</sup> acting in accordance with the EPC Charter and these Internal Rules. The role of the EPC Plenary is to define the strategy and objectives for the EPC, decide on matters of policy in relation to the work of the EPC, approve amendments to rules governing SEPA schemes and oversee the appointment of members of the SMC. In relation to SEPA Scheme Management, the EPC Plenary is responsible for carrying out the development and evolution function for SEPA schemes. The EPC Plenary convenes at least once every year at its annual general meeting.

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<sup>1</sup> A full list of EPC members can be found on the website [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu)

The EPC Plenary is supported by the following bodies in the exercise of its functions:

- the EPC Secretariat (the “**Secretariat**”) – the Secretariat performs administrative and secretarial functions in relation to the management of the SEPA schemes as well as providing technical and co-ordination support to the working and support groups and to the SMC as required. The Secretariat is further responsible for managing an information service on SEPA issues.
- the EPC Co-ordination Committee – the EPC Co-ordination Committee is charged with preparing the agenda for EPC Plenary meetings, making recommendations on matters to be decided by the EPC Plenary as well as preparing the annual accounts and budget for the EPC. It is further charged with monitoring the implementation of EPC decisions, in conjunction with the ECSAs and banking communities.
- the SMC – the SMC is responsible for performing the administration and compliance functions of SEPA Scheme Management. Its members are approved by the EPC Plenary and may, in certain exceptional cases, be removed from office by a resolution of the EPC Plenary. The SMC is a body with decision-making power. This power may only be exercised in relation to the specific functions of SEPA Scheme Management for which it is responsible pursuant to these Internal Rules. The SMC is required to report to the EPC Plenary at each EPC Plenary meeting and may do so more regularly, if required.
- the Nominating and Governance Committee (“**NGC**”) – the NGC is charged with making recommendations to the EPC Plenary on potential candidates for positions in the various EPC bodies in accordance with the EPC Charter.
- Working and support groups and task forces, as established by the EPC Plenary in accordance with the EPC Charter – the working and support groups are established by the EPC Plenary to carry out a variety of different functions in relation to the conception, creation and technical development of SEPA and SEPA schemes. Working and support groups may make recommendations to the EPC Plenary after consulting the EPC Co-ordination Committee. The working and support groups can set up task forces to assist in the performance of their functions.
- the CASB (the Certification Authority Supervisory Board) is responsible for governing the “EPC Approved Certification Authorities” in support of the e-Mandates Scheme for SEPA Direct Debit. EPC will allow any established CA which has been approved by the EPC following the dedicated approval process for e-Mandate Service CAs (as specified in document EPC292-09) to provide certificates to the market. The CASB has been established in September 2010.

## 1.2 SEPA and the SEPA Schemes

### *SEPA*

The Single Euro Payments Area (SEPA) is the area where citizens, companies and other economic participants can make and receive payments in euro, within Europe, whether within or across national boundaries under the same basic conditions, rights and obligations, regardless of their location. The aim of SEPA therefore is to create a single market for making payments, where cross border payments can be made on the same terms and conditions as national payments. SEPA is supported by the European Commission and the European Central Bank, amongst others, as a key component of the Internal Market. SEPA will create the conditions for enhanced competition in the provision of payment services. It will also generate, through harmonisation, more efficient payment systems and deliver tangible benefits for the economy and society as a whole. The common currency will be systemically strengthened by a harmonised set of euro payment instruments..

SEPA comprises the countries listed in the official EPC list of SEPA countries as published by the EPC from time to time.

#### *SEPA Schemes*

An important step in the creation of SEPA is the development and implementation of SEPA schemes for making credit transfer and direct debit payments (the “**Schemes**”) throughout SEPA.

To this effect, the EPC has produced the SEPA Credit Transfer Scheme Rulebook, the SEPA Core Direct Debit Scheme Rulebook and the SEPA Business to Business Direct Debit Scheme Rulebook (the “**Rulebooks**”) which set out binding rules and technical standards governing each of the Schemes. The Rulebooks have legal effect between participants in the Schemes (“**Participants**”).

The SEPA Schemes are open to eligible payment service providers regardless of their status as “banks”, “payment institutions” or other eligible Participants. References in these Internal Rules to “banks” and “banking” should be interpreted broadly so as to encompass all types of eligible Participant, except where the context otherwise requires.

The EPC is responsible for the implementation and operation of Scheme Management.

These Internal Rules set out the rules in accordance with which the Schemes are administered and enforced by the EPC, as well as detailing procedures for the innovation and development of both the existing Schemes and new SEPA schemes going forward.

The document “SEPA CSM Market Practices” is a high-level set of policies and technical standards for clearing and settlement mechanisms (“**CSMs**”) in SEPA, adopted by the EPC. All Scheme Participants and CSMs are expected to comply with its provisions.

The EPC has produced the SEPA Cards Framework that sets out high-level guidelines for establishing a harmonised market in card payments in SEPA. This document is not intended to have legal effect but rather to set out over-arching principles for creating a SEPA market in card payments. The EPC will not be responsible for any implementation action in respect of the SEPA Cards Framework and its operations are outside the scope of these Internal Rules.

The Single Euro Cash Area Framework provides non-binding guidance on harmonising the distribution and processing of SEPA cash with a view to encouraging merchants and consumers to migrate to electronic payment methods. The EPC is not responsible for the implementation of strategies set out in this document and its operations are outside the scope of these Internal Rules.

## **1.3 SEPA Scheme Management**

### *Introduction*

SEPA Scheme Management comprises two functions. The first function involves the administration of the Schemes and the process of ensuring compliance with their rules, as set out in each of the respective Rulebooks, and the second function involves managing the development and evolution of the Schemes.

### *Administration and Compliance*

The administration and compliance function of SEPA Scheme Management establishes rules and procedures for administering the adherence process for each of the Schemes, for addressing cases of claimed non-compliance by Participants with the rules of the Schemes and for addressing situations where Participants are unable to resolve their grievances through local or national dispute resolution methods.

The administration and compliance processes aim to ensure that the Schemes are administered fairly and transparently at every stage in accordance with the Rulebooks and general principles of applicable law.

The administration and compliance function shall be performed by the SMC, with some input from the EPC Plenary on matters relating principally to the policy of the Schemes. The SMC shall have wide decision-making power in respect of each of its functions however; it shall be accountable to the EPC Plenary. The EPC Plenary shall exclusively have the power to appoint members of the SMC, and if required, to remove them from office, as set out in detail in these Internal Rules. The SMC shall perform the administration and compliance function in accordance with the procedures set out in these Internal Rules.

### *Development and Evolution*

The development and evolution function of SEPA Scheme Management establishes formal change management procedures for the Schemes. The change management procedures aim to ensure that the Schemes are kept relevant for their users and up-to-date, with structured processes for initiating and implementing changes to the Schemes, the Rulebooks and related documentation. An important component of change management is the inclusion of innovative ideas for enhancing the quality of existing Schemes. In addition, scheme change management might lead to developing new schemes, based always on sound business cases.

The development of change proposals is to be carried out through clear, transparent and structured channels, which take into account the views of Scheme Participants, suppliers and end-users as well as other interested groups. That is to say, the development and evolution function provides a structured and transparent means through which Participants, users and suppliers can participate in a dialogue with the EPC, so that proposals for change are openly considered by all relevant parties.

The development and evolution function shall be performed by the EPC Plenary, supported by the SPS WG. The EPC Plenary and the SPS WG shall perform the development and evolution function in accordance with the procedures set out in these Internal Rules.

## **2 ADMINISTRATION AND COMPLIANCE**

### **2.1 Definition of Administration and Compliance Roles**

#### **2.1.1 Role of the Scheme Management Committee**

The SMC is responsible for performing the administration and compliance functions of SEPA Scheme Management. The role of the SMC is limited to the following:

- Adherence – the SMC shall be responsible for administering the adherence process for becoming a Participant in the Schemes;
- Conciliation – the SMC shall be responsible for establishing and administering a conciliation process for Participants who are unable to resolve grievances relating to the Schemes through local dispute resolution methods; and
- Complaints – the SMC shall be responsible for investigating complaints made against Participants for alleged breaches of the Rulebooks, evaluating such complaints and determining appropriate sanctions against Participants who are found to be in breach.
- Appeals - the SMC shall be responsible for hearing appeals brought in respect of decisions taken by the SMC in accordance with a fair process that is separate from the process of decision-making at first instance.
- Oversight of the Certification Authority Supervisory Board ('CASB') – the SMC shall be responsible for overseeing the activities of the CASB which has been established by the EPC in September 2010.

The SMC has wide decision-making power in relation to the exercise of the functions outlined above. The SMC shall be accountable to the EPC Plenary. The Chair of the SMC is required to report to the EPC Plenary at each EPC Plenary meeting and may report to the EPC Plenary more regularly if required. The EPC Plenary has the power to remove members of the SMC, or the SMC as a whole in accordance with section 2.1.4.

#### **2.1.2 Composition of the SMC**

The definition of an Independent Member is set out in section 2.1.6 of these Internal Rules.

The SMC shall be composed of 12 members, one of which shall be the Chair of the SMC. The SMC shall be required to have 3 Independent Members. The Chair of the SMC shall be an Independent Member. The Chair of the SMC is appointed by the Plenary in accordance with the Nominating Process set out in section 2.1.7 of these Internal Rules. Upon NGC recommendation, the EPC Plenary may increase the maximum number of SMC members with up to 4 additional members for a short-term appointment of maximum one year.

#### **2.1.3 Duration of Appointment**

Each member shall hold office for a term of 3 years, with the possibility of re-election for a further term of 3 years. Therefore, a member of the SMC may serve on the SMC for a maximum duration of 6 years.

Notwithstanding the above, Independent Members may be re-elected two times, each time for a further term of 3 years. As such, Independent Members of the SMC may serve on the SMC for a maximum duration of 9 years.



Each member who does not act as the Chair, may resign from the SMC by giving notice in writing to the Chair and the NGC not less than 30 Calendar Days' prior to leaving the SMC.

A Chair may only resign from the SMC by giving notice in writing to the NGC not less than 60 Calendar Days' prior to leaving the SMC.

#### **2.1.4 Termination of Appointment by Resolution of the EPC Plenary**

The EPC Plenary may by resolution vote to remove from office either an individual SMC member, a group of such members or the SMC as a whole.

This power may only be exercised if the EPC Plenary, after due and proper consideration, reasonably believes that either an individual SMC member, a group of such members or the SMC as a whole is performing the functions of the SMC in a manner evidencing serious misconduct, a dereliction of duty, bad faith, or gross negligence. The EPC Plenary may further exercise this power where, after due and proper consideration, the EPC Plenary reasonably believes that a member of the SMC does not have the capacity to perform the function of the SMC.

Any SMC member removed from the SMC by resolution of the EPC Plenary shall cease to be a member of the SMC with either immediate effect or on such a date as the EPC Plenary may specify taking into account the outstanding obligations of the SMC member to the SMC and to Scheme Management.

A member of the SMC removed in this manner shall be notified in writing of his or her removal from the office of SMC member.

#### **2.1.5 Criteria for Membership (EPC Related Member)**

A member of the SMC shall be chosen on the basis of his or her suitability and expertise for the position ahead of any other consideration. A prospective member of the SMC must therefore be of good repute, possess appropriate academic and vocational qualifications together with relevant work experience and a proven track record at a senior level in the payments services sector.

Subject to the foregoing, the SMC shall aim to represent as far as reasonably practicable the composition of Scheme Participants, ensuring at all times that this composition fairly represents a balance of the country, size, and industry sectors of Scheme Participants and includes an appropriate representation of members from SEPA countries where the euro is the official currency.

A member of the SMC may not also act as a representative of an EPC member in the EPC Plenary. If a Plenary representative of an EPC member wishes to be considered for the position of SMC member, he or she is obliged to cease acting as a Plenary representative of an EPC member before assuming the role of an SMC member.

#### **2.1.6 Criteria for Membership (Independent Member)**

An Independent Member is a member who can display the highest standard of professional integrity and objectivity in relation to Scheme Management. An Independent Member should be a professional of good repute, with appropriate skills, who has a reasonable knowledge of the payments services sector but who is not employed or is otherwise affiliated with a Scheme Participant or its banking communities, service providers or a payment services user group or user association. A prospective Independent Member must possess appropriate academic and vocational qualifications for the position together with relevant work experience and a proven track record in a profession.

It is envisaged that an Independent Member shall provide expertise to the SMC as well as adding breadth to the knowledge base of the SMC membership.

After NGC consultation, the EPC Plenary shall have complete discretion in deciding whether a member is an Independent Member in accordance with this section 2.1.6.

#### **2.1.7 Criteria for Membership (Chair)**

A Chair of the SMC shall be an Independent Member chosen on the basis of his or her suitability and expertise for the position ahead of any other consideration. A prospective Chair of the SMC must therefore be of good repute, possess appropriate academic and vocational qualifications together with relevant work experience and expertise.

A Chair shall be required to demonstrate a proven track record of leadership in his or her professional field together with relevant management experience.

After NGC consultation, the EPC Plenary shall have complete discretion in choosing a Chair in accordance with these criteria.

#### **2.1.8 Duties of SMC Members**

All SMC Members shall be required to act in accordance with the following general principles:

- each SMC member shall act in accordance with the provisions of these Internal Rules at all times for the duration of his or her term in office;
- each SMC member shall owe a duty to act in the best interests of the Schemes with a view to ensuring that the Schemes are administered efficiently, fairly and professionally;
- each SMC member shall observe the highest standards of integrity, fairness and professionalism at all times;
- as and when arising, each SMC member is obliged to disclose and manage any conflict of interest, as set out in further detail in Appendix 2;
- each SMC member shall act in a timely manner in respect of cases before the SMC;
- each SMC member shall be subject to a duty of confidence in respect of cases pending before the SMC. A member shall not discuss details of cases pending before the SMC with persons other than those on the SMC or persons engaged by the SMC to assist the SMC with the performance of its tasks and who are at all times subject to a duty of confidentiality in respect of their engagement;
- each SMC member agrees to act impartially in fulfilling the obligations of the SMC, notwithstanding his or her membership of a particular banking community, industry sector or position of employment. As part of this duty, an SMC member must be mindful of and refuse any inducements, rewards, or other gifts offered to him or her in the performance of his or her duties, ensuring at all times that he or she acts and is seen to act in accordance with the highest standards of independence and impartiality;
- each SMC member must ensure that decisions taken by him or her in the course of carrying out the functions of the SMC are based upon a sound understanding of the relevant issues and after due and proper consideration of the issues before the SMC; and
- each SMC member shall endeavour as far as reasonably practicable to carry out his or her duties in the SMC with reasonable skill, care and diligence.



### 2.1.9 EPC Plenary Role in Policy of SMC

The EPC Plenary shall be able to raise issues arising from the work of the SMC at meetings of the EPC Plenary. The EPC Plenary shall not comment on specific cases pending before the SMC, but may discuss matters of SMC policy to ensure that the SMC is acting within its scope and performing its role in a proper manner.

The EPC Plenary shall be able to raise issues arising from the work of the SMC in order to discuss policy issues arising in respect of the Rulebooks.

The SMC may report to the EPC Plenary to raise issues relating to the substance or interpretation of the Rulebooks and the operation of the Schemes.

### 2.1.10 SMC - Key Roles and Responsibilities

The SMC shall be responsible for performing the following functions of SEPA Scheme Management:

- Adherence
- Conciliation
- Complaints
- Oversight of the CASB

(together, the "**Compliance Functions**")

- Appeals

(the "**Appeals Function**")

#### *Compliance Functions*

SMC members who are not charged with carrying out the Appeals Function shall perform the Compliance Functions of Scheme Management.

In respect of the Compliance Functions, relevant SMC members shall be responsible for performing investigation, evaluation and decision-making functions in respect of a particular case appearing before it. It shall be open to the SMC to carry out any or all tasks in respect of such cases either as a whole, or to delegate the performance of its tasks to a group of such members of the SMC.

All determinations by the SMC in adherence and complaints cases shall be taken by all of the members of the SMC acting together, excluding those members of the SMC that are charged with carrying out the Appeals Function. The Appeals Function of Scheme Management shall be comprised of three persons constituting the Appeals Panel. The Appeals Panel will be chaired by an independent member of the SMC. One EPC related member of the SMC will in principle sit on the Appeals Panel. The SMC may appoint one or more persons from the group of experts on a case-by-case basis as additional member(s) of the Appeals panel (see section 2.5.2 of these Internal Rules).

The SMC will oversee the activities of the CASB (the Certification Authority Supervisory Board) which is responsible for governing the "EPC Approved Certification Authorities" in support of the e-Mandates Scheme for SEPA Direct Debit. EPC will allow any established CA which has been approved by the EPC following the dedicated approval process for e-Mandate Service CAs (as specified in document EPC292-09) to provide certificates to the market. The CASB has been established in September 2010.

### *Appeals Function<sup>2</sup>*

In respect of the Appeals Function, the SMC shall be responsible for performing evaluation and decision-making functions in respect of a particular case appearing before it. Members of the SMC that are responsible for performing the Appeals Function may not generally participate in decisions or discussions concerning any cases arising from the Compliance Functions of Scheme Management.

The SMC shall make reasonable efforts to ensure that members of the SMC who are responsible for carrying out the Appeals Function remain in this role for the duration of their term in office.

The duties of the SMC in respect of each of the Compliance Functions and the Appeals Function are set out in detail in these Internal Rules.

#### **2.1.11 Meetings of the SMC**

The SMC shall meet on a regular basis and generally not less than 4 times every year. The SMC may convene more regularly if it is appropriate to do so in the exercise of its duties. The SMC is not obliged to convene if it is not charged with any tasks in respect of its Scheme Management duties.

Meetings of the SMC may be held either face-to-face or by telephone or teleconference. A member of the SMC shall be deemed to be present at a meeting of the SMC if he or she is able to participate through any of these means.

The SMC may meet as a whole to discuss general issues relating to the policy, strategy and role of the SMC. Such meetings shall not involve discussions of specific cases appearing before the SMC. All members of the SMC may be present at such meetings.

Alternatively, the SMC may meet to discuss the conduct of cases appearing before it. Where the SMC meets to discuss the conduct of particular cases, members of the SMC that are charged with performing the Appeals Function may never participate in any capacity in meetings to discuss cases arising under the Compliance Functions. Similarly, except as otherwise indicated below, members of the SMC that perform duties in respect of the Compliance Functions may never participate in meetings held to discuss the conduct of appeals cases.

Meetings of the SMC are generally called by the Chair on giving reasonable notice in writing to the SMC members, in either paper or electronic format.

Members of the SMC are required to make every reasonable effort to attend a meeting convened in accordance with this section. Where a member is unable to attend, he or she must give reasonable notice to this effect to the Chair.

For general meetings, an SMC member who is unable to attend may wish to appoint a proxy from amongst the remaining SMC members to vote at the meeting on his or her behalf. For meetings to discuss cases before the SMC, members carrying out the Appeals Function may never be appointed as proxies in respect of other SMC members. Where a member carrying out an Appeals Function is unable to attend a meeting, he or she may appoint another member from the SMC to attend the meeting on his or her behalf, ensuring at all times that any SMC member appointed in this manner is not connected in any way, nor has had any influence in respect of any appeal discussed at the meeting.

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<sup>2</sup> The Appeals Function of the SMC is being reviewed by the EPC. One option is to separate the Appeals Function from the SMC altogether, such that appeals are carried out by entirely independent person(s). Any modifications of the Internal Rules intended to give effect to that review may be implemented in the November 2011 release of the Rulebooks (or as provided under section 3.2.3 of the Internal Rules).

An SMC member wishing to appoint a proxy must give reasonable notice to the Chair in writing. A notice to appoint a proxy may be given either electronically or in paper format.

An SMC member may not hold a proxy for more than 2 other SMC members at any SMC meeting.

Where an SMC member is unable to attend SMC general meetings and if the SMC member is unable to attend 3 consecutive general meetings of the SMC, the matter will be brought to the attention of the NGC.

The Chair must make every reasonable effort to attend a meeting convened in accordance with this section. Where the Chair is unable to attend in a particular instance, he or she may appoint another SMC member in writing to carry out the functions of the Chair. In such cases, the Chair must notify other members of the SMC in writing of this appointment. Where a Chair is unable to attend SMC general meetings and if the Chair is unable to attend 3 consecutive general meetings of the SMC, the matter will be brought to the attention of the NGC.

Minutes of each meeting must be prepared and filed.

#### **2.1.12 Quorum**

For a meeting involving all of the members of the SMC, the quorum for the meetings is at least 2/3rds of the total membership of the SMC present either in person or by proxy. Where the quorum is not reached, a further meeting may be called within 30 Calendar Days of the date of the first meeting and this second meeting may properly convene and carry out SMC business, if 50% of SMC members are present either in person or by proxy and as long as the Chair is present.

Where tasks have been delegated to a group of SMC members, the quorum shall include at least 2/3rds of those members of the SMC to whom such authority has been delegated, present either in person or by proxy.

#### **2.1.13 Voting**

Each member of the SMC shall be entitled to one vote.

A resolution to nominate a member of the SMC to perform the Appeals Function in accordance with section 2.1.10 requires the approval of at least 75% of those present and voting on the resolution at a validly convened meeting of the SMC.

In respect of all other matters discussed by the SMC as a whole or by a sub-set of the SMC acting under its delegated authority, resolutions may be passed with the approval of more than 50% of those present and voting on the resolution at a validly convened meeting of the SMC or of its relevant members.

On a vote, a member of the SMC must disclose and manage any conflict of interest that exists or that might reasonably be expected to arise in accordance with Appendix 2.

#### **2.1.14 Other Support**

The SMC may engage any appropriate person in order to carry out tasks related to the work of the SMC at the cost of the EPC and within the budget of the SMC. The SMC shall ensure that any person engaged in this manner shall be subject to a duty of confidentiality in respect of information acquired in the course of its engagement with the SMC.

The SMC shall be entitled to consult third party advisors at its discretion, provided always that the SMC is able to carry out its duties in accordance with the general principles set out in section 2.1.8. The SMC shall ensure that any person consulted in this manner shall be subject to a duty of confidentiality in respect of information acquired in the course of its engagement with the SMC.

### **2.1.15 Nominating Process**

The nomination of candidates for the position of SMC member shall be carried out by the EPC Plenary. The NGC shall recommend suitable candidates for this position to the EPC Plenary in accordance with its role, as set out in Article 11.2 of the EPC Charter.

On an annual basis, 4 SMC members, including one Independent Member, shall be nominated by the EPC Plenary. As such, one third of the total number of SMC Members will be appointed each year, allowing a three-year rotating policy.

Subject always to the criteria set out in 2.1.5-2.1.7, the EPC Plenary shall endeavour to ensure that the composition of the SMC reflects a balanced composition of Participants, bringing together a fair representation of the country, size and industry sectors of Scheme Participants, including an appropriate representation of members from SEPA countries where the euro is the official currency.

The NGC shall provide a list of candidates for the position of SMC member to the EPC Plenary 30 Calendar Days in advance of an EPC Plenary meeting. This list shall include a summary of the candidates' qualifications for the position. The NGC should only include details of suitable candidates on such a list.

The EPC Plenary shall approve suitable candidates by resolution.

The NGC may not recommend and the EPC Plenary may not appoint a Plenary representative of an EPC member to the position of SMC member or propose his or her name to the EPC Plenary, without first ensuring that such a candidate has ceased to act as a Plenary representative of an EPC member.

The NGC may not recommend and the EPC Plenary may not appoint a candidate to the position of SMC member, or propose his or her name to the EPC Plenary, if such a candidate has already served on the SMC for the maximum term set out in these Internal Rules.

The NGC may not recommend and the EPC Plenary may not appoint a candidate to the position of SMC member, or propose his or her name to the EPC Plenary, if there are reasonable grounds to believe that such a candidate is subject to personal insolvency proceedings in his or her local jurisdiction or may be imminently subject to such proceedings.

The NGC may not recommend and the EPC Plenary may not appoint a candidate to the position of SMC member, or propose his or her name to the EPC Plenary, if there are reasonable grounds to believe that such a candidate is a person of ill-repute who may bring the SMC and the Schemes into disrepute.

### **2.1.16 Role of the Secretariat**

The Secretariat shall provide secretarial and administrative support to the SMC.

The Secretariat shall be responsible for referring cases arising in respect of Scheme Management to the SMC, as necessary.

### **2.1.17 Information Service**

The Secretariat shall be responsible for administering an information service on SEPA issues. The information service shall be open to everyone. Requests for information to the information service shall be in written format only, either by letter, fax or email.

The information service shall endeavour to respond to requests for information within 30 Business Days from the date of receiving the request for information.

#### **2.1.18 Additional Optional Services ("AOS")**

The following principles will apply to AOS:

1. All AOS must not compromise interoperability of the Schemes nor create barriers to competition. The SMC should deal with any complaints or issues concerning these requirements brought to its attention in relation to compliance with the Rulebooks as part of its normal procedures.
2. AOS are part of the market space and should be established and evolve based on market needs. Based on these market needs, the EPC may incorporate commonly used AOS features into the Schemes through the SEPA Schemes change management processes.
3. There should be transparency in relation to community AOS. In particular, details of community AOS relating to the use of data elements present in the ISO 20022 message standards (including any community usage rules for the SEPA core mandatory subset) should be disclosed on a publicly available website (in both local language(s) and English).

The SMC may receive complaints from Participants in relation to the operation of community AOS in respect of the above principles. Complaints received by the SMC on this matter shall be dealt with in an appropriate manner in accordance with these Internal Rules.

#### **2.1.19 Expenses**

Independent Member(s) of the SMC shall be entitled to claim reasonable expenses. The SMC Independent Member shall also be able to claim a daily stipend for each full day spent on working on SMC related matters. The level of the stipend paid to the SMC member shall depend on the work undertaken and the time spent on carrying out such work.

#### **2.1.20 Record Keeping**

The Secretariat shall keep a record of all agendas and minutes of meetings of the SMC. The Secretariat shall use reasonable efforts to keep records relating to appeals separately from those relating to other compliance aspects of Scheme Management. Records may be held in either paper or electronic format. The SMC shall in its absolute discretion decide whether these minutes and related documentation may be made publicly available on the EPC website or on the internal extranet of the EPC.

#### **2.1.21 Rapid Response Mechanism**

The EPC Plenary has withdrawn its earlier decision about the installation of the Rapid Response Mechanism and decided that after the publication of the EU SEPA Regulation a new Task Force be installed to reassess the actual or potential risks for SDD scheme participants and to make recommendations as to whether or not a need for any risk-mitigating mechanism for SDD scheme participants at an EPC scheme level is confirmed, and, if required, to identify a suitable alternative to the Rapid Response Mechanism for further consideration by the relevant EPC Working and Support Groups and for final consideration by the Plenary.

## **2.2 Rules for Adherence<sup>3</sup>**

### **2.2.1 Eligibility for Participation in Schemes**

In order to be eligible to participate in the Schemes, each applicant must satisfy the eligibility criteria set out in Chapter 5.4 of the Rulebooks.

The SMC shall accept any applicant that fulfils the criteria set out in Chapter 5.4 of the Rulebooks and will only reject applications on the basis of failure to meet these criteria.

### **2.2.2 Rules for Adherence by an Entity in a Group/Decentralised Structure**

Each legal entity that seeks to adhere to a Scheme must agree to accept the rights and obligations of a Participant in relation to the relevant Scheme (SEPA Credit Transfer Scheme and / or SEPA Core Direct Debit Scheme and / or SEPA Business to Business Direct Debit Scheme). Upon admission to a Scheme, the adhering legal entity shall assume all of the rights and responsibilities arising from admission to a Scheme.

A subsidiary entity or affiliate of an adhering entity, i.e. each entity that has a separate and distinct legal personality within the adhering entity's group or organisational structure, must adhere separately from a parent or group entity. A subsidiary or affiliate shall be a Scheme Participant in its own right and shall assume all the rights and responsibilities arising from admission to a Scheme.

A branch of an adhering entity, i.e. an entity that does not have separate legal personality, whether located in the jurisdiction of the adhering entity or in another SEPA jurisdiction, shall be deemed to be legally part of the adhering entity and able to carry out SEPA transactions in accordance with the Rulebooks.

### **2.2.3 Rules for Signing the Adherence Agreement**

An entity may sign the Adherence Agreement on its own behalf. Alternatively, an entity may give legal authority to an agent to sign the Adherence Agreement on its behalf (for example, an agent could be a parent company, another adhering entity or banking association). An entity that appoints an agent to sign the Adherence Agreement on its behalf must ensure that the agent is given the necessary legal authority to sign. An agent must demonstrate that it possesses the legal authority to bind an adhering entity in accordance with the local law of the entities involved. An agent signing the Adherence Agreement on behalf of other entities must demonstrate by way of legal opinion of external or internal legal counsel in a form specified by the EPC that it possesses the requisite legal authority to bind such entities.

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<sup>3</sup> This section sets out a description of the general rules relating to adherence to the Schemes. The EPC has produced separately detailed documents for describing the practical steps that must be taken to adhere together with guidance on the adherence process: EPC125-07 Guide to the Adherence Process for the SEPA Credit Transfer Scheme; EPC329-08 Guide to the Adherence Process for the SEPA Core Direct Debit Scheme and for the SEPA B2B Direct Debit Scheme; EPC103-08 Application Pack for Adherence to the SEPA Credit Transfer Scheme and the SEPA Direct Debit Schemes for Applicants that are neither licensed credit institutions in accordance with Article 6 of Directive 2006/48/EC (or licensed Swiss banks) nor entities listed under Article 2 of Directive 2006/48/EC (hereafter “non credit institutions”). These documents are available for download on the EPC web site at [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu).



This provision permits members of a banking community to adhere to a Scheme at the same time by nominating an agent to complete the Adherence Agreement in respect of each member. Similarly, a parent company may sign an Adherence Agreement in respect of some or all of its subsidiaries and an entity in a group or de-centralised structure may sign an Adherence Agreement in respect of each of the other entities in the group or de-centralised structure. In each case, an entity signing the Adherence Agreement that acts as an agent on behalf of another must show that it possesses the legal authority to do so.

#### **2.2.4 National Adherence Support Organisation ("NASO")**

The EPC has, in conjunction with a national banking community, identified one or more NASOs in respect of each SEPA community. A NASO is responsible for providing basic guidance on the adherence process and on adherence applications through a helpdesk, for liaising with the SMC in respect of an application (as required) and for such other tasks as the EPC or any organ of the EPC may request it to perform from time to time. A NASO also carries out a basic preliminary review of an adherence application, if requested to do so. The EPC publishes a list of NASOs on the EPC website. A NASO could be a national banking association(s) or a regulatory body, which has agreed to conduct the task on behalf of the national community.

Except as otherwise indicated in this section, an adhering entity must consult a NASO on its adherence application.

Only multi-country entities that are signing in their own right or as agent on behalf of four or more of their subsidiaries located in four different SEPA jurisdictions or arranging the completion of the adherence application by such subsidiaries may submit an adherence application directly to the EPC without first consulting a NASO. Such entities are nevertheless free to consult a NASO before submitting their application to the EPC, should they wish to do so. In such cases, where an entity wishes to consult a NASO, it may use the NASO of any of the adhering entities on whose behalf it is signing the adherence application.

#### **2.2.5 Becoming a Participant**

An application to become a Participant in one or both of the Schemes shall be made using the form of Adherence Agreement set out in the official Adherence Guide an example of which is in Annex 1 of each of the Rulebooks.

An application shall be accompanied by a legal opinion in the form specified by the EPC provided by either internal or external counsel on the capacity and authority of the applicant to become a Participant in one or both of the Schemes.

The application for adherence shall be finally submitted to the EPC Secretariat. Except as otherwise indicated in section 2.2.4 of these Internal Rules, before submitting the application, an applicant must consult with the relevant NASO for preliminary guidance on eligibility and documentation involved in the adherence process.

The Secretariat uses reasonable efforts to send a written acknowledgement of receipt of the application to the applicant within 10 Business Days of receiving the application.

The SMC, supported by the Secretariat, shall use reasonable efforts to determine the application within 60 Calendar Days of receiving the application. In the event that the SMC requires more time to arrive at a determination, it shall notify the applicant as soon as it is reasonably practicable to do so.

The SMC may request the applicant to provide such additional information as may be required by the SMC in the course of determining the application.

In the course of determining the application, the SMC may take into consideration views expressed by the following bodies in relation to the application:

- other Participants;
- banking communities; and
- national regulators (this term extends to include such bodies as insolvency officers, law enforcement authorities and local courts).

It is also open to the SMC to take into account views expressed by such other persons or bodies as it considers appropriate. In the case of a successful application, the applicant or its agent will receive a written notification of admission to a Scheme. The applicant becomes a Participant and becomes subject to the Rulebooks on an Admission Date specified by the SMC or, where requested by the applicant and agreed by the SMC, on a deferred Admission Date specified by the applicant in advance to the SMC. The Secretariat may send the written notification to the applicant in paper or electronic format.

#### **2.2.6 Register of Participants**

The Secretariat shall maintain a separate register of Participants for each of the Schemes. The register shall contain the name, contact address and other details determined by the EPC in respect of the Participant.

The registers shall be updated by the Secretariat regularly as specified in the relevant schedule published on the EPC web site.

If the Participant changes its details, so that the register does not carry accurate data in respect of the Participant, the Participant shall notify the Secretariat as soon as it is reasonably practicable to do so. It is the responsibility of the Participant to ensure that the Secretariat is provided with information in relation to the Participant that is accurate and up-to-date at all times. In the event of Participants having ceased to exist the SMC may decide to rectify the register of Participants after verification of such change with the relevant national regulator or national authority.

The register may be accessed and searched through a website of the EPC, available to all users. The register is not an operational database in respect of Scheme usage. Any operational data needed by Participants in relation to other Participants shall be supplied outside of the Schemes.

#### **2.2.7 Fees**

The EPC reserves the right to recover costs. The policy of the EPC with regard to fees related to the adherence process will be decided from time to time by the EPC Plenary.

#### **2.2.8 Unsuccessful Applications**

The SMC may reject an application for participation in one or both of the Schemes if an applicant fails to satisfy the eligibility criteria set out in chapter 5.4 of the Rulebooks.

Where an application is rejected, the SMC shall provide the applicant with a letter setting out the reasons for rejecting the application.

An applicant may not re-apply to become a Participant until 3 months after the determination of its application by the SMC or after a determination in an appeal begun in accordance with these Internal Rules or after a final determination of a tribunal or court responsible for determining the case.



### **2.2.9 Appeals**

An applicant whose application for participation in one or both of the Schemes has been rejected may appeal to the SMC for a re-consideration of its application. A notice of appeal in such cases must be filed within 21 Calendar Days of the applicant receiving a notification of rejection of its adherence application. The appeals notice must include a copy of the adherence application together with a letter supplied to the applicant under section 2.2.8 and any other information required by section 2.5.4 of these Internal Rules. The appeal shall be determined in accordance with section 2.5 of these Internal Rules.

## **2.3 Conciliation Undertaken by the SMC**

### **2.3.1 SMC Role in Conciliation**

The SMC shall provide a voluntary conciliation service to Participants and to the EPC. Conciliation may be used for resolving Unresolved Issues that arise in respect of the Rulebooks only.

Issues concerning SMC determinations on adherence applications or on complaints must be addressed through the appeals process rather than through conciliation.

Conciliation services shall be available with regard to the following:

- Unresolved Issues arising out of the Rulebooks between Participants;
- Unresolved Issues arising out of the Rulebooks between a Participant and the EPC.

Conciliation services shall only be available to a Participant where the Participant can demonstrate that it has used reasonable endeavours to resolve the matter amicably, after dialogue with banking communities and by using conciliation or other dispute resolution processes at a local level. SEPA banking communities are expected to make a body available to Scheme Participants for this purpose.

Conciliation services shall be administered in a manner that is efficient and cost-effective, with a view to ensuring a rapid conclusion to the Unresolved Issue.

The SMC shall appoint one or more conciliators either from the body of relevant SMC members to hear the Unresolved Issue on a case-by-case basis and/or, as appropriate, appoint experienced individuals from outside the SMC and EPC to adjudicate on Unresolved Issues. The conciliators shall make a recommendation to the parties involved. This recommendation shall not be binding upon them and will be without prejudice to further proceedings between the parties.

As set out in further detail in Appendix 2, conciliators must be mindful of any conflict of interest arising in relation to the subject matter of the conciliation or to any of the parties to the conciliation. In the event that a conciliator is aware that a conflict of interest exists, he or she shall make this known to the SMC immediately and the SMC can appoint another conciliator(s) from the relevant members of the SMC to carry out the conciliation. If the SMC is unable to find a conciliator(s) from the SMC to act in respect of the Unresolved Issue, the Chair may appoint a conciliator(s) from outside of the SMC and the EPC, provided always that the parties to the Unresolved Issue agree to this appointment.

In cases where the conciliation is between a Participant and the EPC, the SMC shall ensure that conciliators from outside the SMC and the EPC are appointed, provided that both the EPC and the Participant agree to this appointment.

### **2.3.2 Application for Conciliation**

An application for conciliation shall be made in writing and filed with the Secretariat. The application shall clearly state the name of the other party involved together with details of the Unresolved Issue. The application shall also be accompanied with a written statement of consent from the other party stating that it wishes to submit to conciliation.

The Participant shall give a copy of the application and accompanying information to the other party involved in the Unresolved Issue.

Within 15 Business Days starting from the date that the application was filed, the Secretariat shall request the other party to file with the Secretariat any statement of facts in relation to the Unresolved Issue.

The other party may withdraw from the conciliation at any time. If the other party withdraws in this manner, the conciliation proceedings shall be terminated with immediate effect and the conciliator shall not deliver a recommendation. The costs provisions set out in section 2.3.6 of these Internal Rules continue to apply.

### **2.3.3 Conciliation Proceedings**

The conciliator shall aim to resolve the Unresolved Issue between the parties in a manner that is fair, open and amicable.

Unless otherwise agreed, conciliation proceedings shall be in private.

The conciliator shall consider all the evidence put before the conciliator and allow both parties to provide clarification and elaboration on the points raised in the Unresolved Issue.

The conciliator shall then recommend a proposed settlement to the Unresolved Issue.

If a settlement is reached, the settlement shall be written down by the conciliator and signed by the parties. The parties may keep a copy of the settlement.

If the parties cannot reach settlement, the conciliator shall close the conciliation proceedings. The parties may take such procedures as they consider appropriate and may take the matter to arbitration or litigation in accordance with section 2.3.7.

### **2.3.4 Conciliation Involving the EPC**

Where conciliation involves the EPC, the conciliators shall always be individuals who are not connected to either the EPC or to the Participant in any way. The costs of engaging conciliators in such cases shall be determined in accordance with Section 2.3.6. In all other respects, the conciliation proceedings shall follow the procedure set out in this section.

### **2.3.5 Report of Conciliators**

Following the conclusion of conciliation proceedings, whether by way of settlement or voluntary termination by parties to the conciliation, the conciliators may prepare a report on the conciliation for the SMC. The report may contain such details relating to the conciliation proceedings as the conciliators wish to include. The report shall be confidential and may only be made available to relevant members of the SMC.

Where the conciliators become aware of serious misconduct by the Participant such as behaviour evidencing fraud or other such serious violations of the law, they may bring this to the attention of the relevant national regulator or national authority.

### **2.3.6 Costs**

An upfront, non-refundable administrative fee outlined in Appendix 3 of the SMIRs on the SMC cost recovery mechanism will be payable to the EPC prior to the initiation of the proceeding, by the Scheme Participant who wishes to initiate the proceeding, to cover basic administrative costs. This fee will be recoverable from the losing party, as appropriate. Appendix 3 of the SMIRs listing this fee will be reviewed and adjusted in line with any actual costs incurred in the first year plus a reasonable amount for anticipated increases in costs in the year in question and will be adjusted accordingly in subsequent years.

The EPC will ensure that any fee set under this section is quantified so as to be consistent with the costs incurred by the EPC and the EPC's status as a non-profit organisation under Belgian law.

The upfront, non-refundable administrative fee shall be equally split between the two parties where they are both jointly seeking conciliation.

In addition, any relevant non-administrative SMC costs incurred during the course of the proceedings shall be recovered from the losing party, or divided between the parties based on the principles established by the Rules of Arbitration of the International Chamber of Commerce.

Where the conciliation is terminated before either a settlement is reached or before the conciliators close the conciliation, the upfront, non-refundable administrative fee payable to the EPC and the SMC's costs incurred to handle the conciliation up to that point in time will be recovered from the party requesting the termination of the conciliation process.

### **2.3.7 Further Steps - Arbitration v Litigation**

Following consultation with the SMC, if the parties are unable to settle an Unresolved Issue through conciliation, or where such a conciliation process has not taken place, if a Participant gives another Participant notice that an Unresolved Issue exists and if the Unresolved Issue has not been resolved within 30 Calendar Days of service of the notice, the Unresolved Issue shall be referred by the SMC to arbitration.

No Participant shall resort to arbitration against another Participant under the Rulebook until 30 Calendar Days after the referral of the Unresolved Issue to the SMC.

Unless parties to the Unresolved Issue otherwise agree, any Unresolved Issue which is unresolved 30 Calendar Days after the referral of the Unresolved Issue to the SMC shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules. The seat of the arbitration shall be Brussels. The EPC, as represented by an appropriate member of the SMC, shall have the right to participate in the arbitration.

However, if the Unresolved Issue is referred to arbitration in accordance with this section, the parties to the Unresolved issue may agree to submit to local arbitration in a SEPA jurisdiction. If the relevant Participants elect to submit to such local arbitration, they shall conduct the arbitration under rules agreed between them. The jurisdiction chosen by the relevant parties for such local arbitration must be substantially connected to the conduct of the Unresolved Issue. The EPC, as represented by an appropriate member of the SMC, shall have the right to participate in the arbitration.

Any arbitration between Participants under the Rulebook shall (unless the relevant Participants agree otherwise, and in an Unresolved Issue in which the EPC is participating, with the consent of the EPC) be conducted in the English language.

Alternatively, following a failure by the relevant Participants to resolve an Unresolved Issue in accordance with the steps set out above, the parties to the Unresolved Issue may agree to submit to such other dispute resolution process (other than arbitration) as they consider appropriate, including litigation. If the relevant parties submit to litigation in accordance with this section, the relevant Participants shall conduct the litigation in a jurisdiction, and under such processes as are determined by established principles of conflicts of laws.

In arbitration or litigation proceedings, the Rulebooks shall be governed by and interpreted in accordance with Belgian law. A court or arbitrator may however apply such rules of process in relation to the proceedings as may be applicable under established principles of conflicts of laws.

The parties shall inform the SMC of the outcome of any litigation or arbitration or other dispute resolution methods conducted by them. The parties may consult the SMC on matters relating to the interpretation of the Rulebooks in the course of any such arbitration or litigation proceedings.

## **2.4 Complaints Submitted to the SMC**

### **2.4.1 Role of SMC in Complaints**

The SMC shall oversee the implementation of the Rulebooks by Scheme Participants. The SMC may investigate breaches or potential breaches of the Rulebooks following a complaint made by a Scheme Participant to the SMC. The SMC may also receive complaints from Participants in relation to the operation of community AOS, as set out in section 2.1.18 of these Internal Rules.

Unless otherwise stated, a complaint may be submitted by any Scheme Participant and must be filed in writing with the Secretariat. A complaint that is filed with the Secretariat must state the name of the Participant that is the subject of the complaint (the "**Affected Participant**") together with details of the complaint.

Members of the SMC that are charged with carrying out the Appeals Function may never file a complaint against a Participant.

In addition, the SMC may investigate breaches or potential breaches of the Rulebooks of its own accord.

For the purposes of this section, investigations made by the SMC into breaches or potential breaches of the Rulebooks, whether or not initiated by the SMC itself, shall be referred to as complaints.

References to the SMC include any person nominated by the SMC to carry out a function in relation to a complaint, and where a complaint is made by or on behalf of the SMC itself, references to the "parties" are to the Affected Participant only.

### **2.4.2 Key Principles**

In the course of carrying out its function in relation to complaints, the SMC shall ensure that it acts in accordance with the following general principles:

- the SMC shall act in a manner that is impartial and objective at all times;
- the SMC shall act in a manner that is fair to all parties, taking into account the circumstances of each case;
- the SMC shall ensure that, as far as possible, it acts in a manner that is transparent, open and intelligible to the parties; and

- the SMC shall ensure that it acts in a manner that is proportionate to the seriousness of the matter before it.

The deliberations of the SMC and any discussions held in the course of evaluating and investigating the complaint shall be private and confidential, unless otherwise agreed between the parties.

### **2.4.3 Investigation of Complaints**

The SMC may nominate a group of members of the SMC to investigate and evaluate a complaint or the SMC may delegate its power to investigate a complaint to the EPC Secretariat or any other person.

The SMC shall as soon as reasonably possible notify the Affected Participant that it is subject to investigation by the SMC. The Affected Participant shall have 28 Calendar Days from receipt of such notification to file written representations in respect of the Complaint. The Affected Participant may be required to cease any activity that could constitute conduct suspected of being in breach of one or both of the Rulebooks.

Members investigating the complaint may in the course of the investigation call for such information and documentation from the Affected Participant as may be relevant for determining whether a breach of a Rulebook has taken place. The Affected Participant shall use reasonable efforts to provide such information to the relevant SMC members as is within the Affected Participant's possession, custody or control. The Affected Participant shall have 28 Calendar Days to respond to such requests for information and documentation.

The SMC may additionally require the Affected Participant to give all reasonable assistance in the course of the SMC investigation. A failure to provide such assistance shall be deemed to be a breach of Scheme rules and may therefore be actionable in accordance with this section.

In addition, in the course of the investigation, relevant SMC members may consult Participants as well as end-users and suppliers and may call for information and documentation from such bodies, liaising through Scheme Participants.

Members investigating the complaint may engage any person in order to carry out tasks related to the investigation at the cost of the EPC and within the budget of the EPC. The SMC may also engage a legal professional to give legal advice on any aspects of the investigation. Where this is done, the cost incurred by the SMC and paid by the EPC may be added by the SMC to the costs payable under section 2.4.9 below.

### **2.4.4 Evaluation of Complaint**

The SMC shall evaluate any information that it may obtain in the course of the investigation. It may engage a skilled person in order to carry out tasks related to the evaluation of the complaint as well as a legal professional to give legal advice on any aspects of the evaluation and adjudication of the complaint at the cost of the EPC and within the budget of the EPC. The SMC may request advice from the EPC SEPA Payment Schemes Working Group ("SPS WG") and the EPC Legal Support Group ("LSG") to determine whether a Scheme Participant is in breach of a Rulebook. The SMC shall ensure that any person engaged in this manner shall be subject to a duty of confidentiality in respect of information acquired in the course of its engagement with the SMC.

In the course of this evaluation, the Affected Participant shall be invited to discuss the complaint with the SMC. The Affected Participant may seek legal advice at any stage of this process at its own cost.

When evaluating any complaint, the SMC shall take into account the date of the alleged breach and, except in exceptional circumstances at the discretion of the SMC or where a breach is continuing, shall determine a complaint to be invalid which relates to a breach which occurred three years or more before the complaint is filed.

#### 2.4.5 Sanctions<sup>4</sup>

On completion of the evaluation, the SMC shall prepare a report on the conduct of the case, setting out the facts of the case and a preliminary evaluation of the complaint.

The SMC shall review the contents of this report, following which the SMC may consider that:

- no further action should be taken in relation to the alleged breach of the Rulebook if the SMC considers that either there is no evidence of a breach, or that the breach is of a trivial nature;
- discussions should take place with the Affected Participant to decide how to proceed in respect of a breach that has already occurred or one that is continuing - no sanctions are contemplated at this stage;
- discussions should take place with the Affected Participant and the Affected Participant should be sanctioned.

If the SMC considers that the Affected Participant should be sanctioned, the SMC shall send a written notice to the Affected Participant setting out details of the complaint and the sanction proposed, the report and any material that is believed to be relevant to the matter.

Subject to section 2.4.7, the Affected Participant shall have 30 Calendar Days following receipt of the notification to accept the sanction, or to present written or oral representations to the SMC (the "**Representation Right**"). The Affected Participant may consult legal counsel at any stage of the sanctioning process.

In considering any representations made to it, the SMC is not bound to follow rules of evidence, as followed in a court or tribunal. It will not normally consider oral evidence. Any party may however adduce written evidence in the course of the deliberations of the SMC and make such representations as it considers appropriate in accordance with this section.

Within 30 Calendar Days of hearing representations from the Affected Participant, the SMC shall determine the sanction to be made against the Affected Participant. The SMC shall notify the Affected Participant of its determination.

The sanctions available to the SMC are the following:

- private warning
- written notification of complaint
- public warning
- report to a national regulator or equivalent national authority, including a NASO
- termination

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<sup>4</sup> Modification of the Internal Rules, designed to guide the SMC as to the circumstances in which a particular sanction may be appropriate, may be introduced in the November 2011 release of The Rulebooks (or as provided under section 3.2.3 of the Internal Rules).



### *Private Warning*

The SMC may give a private warning to the Affected Participant. The private warning shall constitute a formal notice to the Affected Participant and aims to deter the Affected Participant from committing a further breach of a Rulebook or to cease conduct that is in breach of a Rulebook. A record of the private warning shall be made by the SMC. This record shall be confidential.

### *Written Notification of Complaint*

The SMC may give a written notification of a complaint to the Affected Participant. A written notification constitutes a formal reprimand to the Affected Participant. The written notification shall set out details of the breach and is aimed to deter the Affected Participant from committing a further breach of a Rulebook or to cease conduct that is on breach of a Rulebook. The SMC may publish details of this sanction on the website of the EPC.

### *Public Warning*

The SMC may give a public warning to the Affected Participant. The public warning shall constitute a formal notice to the Affected Participant and aims to deter the Affected Participant from committing a further breach of a Rulebook or to cease conduct that is in breach of a Rulebook. The public warning shall publish the name of the Affected Participant, together with details of the breach, on the website of the EPC.

### *Circumstances which may indicate which Warning Sanctions may be applied*

The decision as to which sanction or sanctions may be appropriate in respect of any Affected Participant shall be entirely at the discretion of the SMC. However, the following circumstances would tend to indicate that one of the above three sanctions would be more appropriate than the sanction of termination (described below):

- the conduct of the Affected Participant did not display bad faith nor was it due to gross negligence towards other Participants or to the Scheme(s) of which the Affected Participant is part;
- the conduct of the Affected Participant did not display dishonesty and the Affected Participant did not act in a grossly unprofessional manner;
- the breach was not of such a serious nature as to potentially undermine the operation and integrity of one or both of the Schemes;
- the Affected Participant had not committed a breach, or a breach of this type, in the past;
- the breach was of a nature that the SMC believes would be best addressed by deterrent action envisaged by these three sanctions and that it remains appropriate for the Affected Participant to continue as a Participant in the relevant Scheme(s) rather than facing expulsion under the sanction of termination; and
- the breach can be rectified without loss or cost to any other Participant or user or the EPC

As regards which of the three Warning Sanctions might be applicable to any case:

- a private warning may generally be considered more appropriate for a first breach where the breach was not of a serious nature, had not adversely affected other Participants or the Scheme(s), and there would be no merit in other Participants being informed of the breach;

- a written notification of complaint, being a formal reprimand, would be applied where the SMC considered the breach to be of a sufficiently serious nature to record a reprimand against the firm. The SMC may consider publishing the notification on its website if it believed this would be in the interests of other Participants and/or the Scheme(s)

a public warning, being a formal notice, would be applied in the case of a more serious breach and where the SMC believes it would be in the interests of other Participants and/or the Schemes to publicise the notice. This sanction is the most likely of the three to be used in conjunction with the sanction of termination.

#### *Report to National Regulator*

In addition to giving a private warning, public warning or written notification of breach, the SMC may report the Affected Participant to its national regulator, NASO or to an equivalent national authority. The regulator shall be provided with the name of the Affected Participant together with details of the conduct of the Participant.

Considerations which may indicate the appropriateness of this sanction would be if the SMC believed that the breach by the Affected Participant may also constitute a breach of the rules or guidelines of a relevant regulator or if the Affected Participant's conduct cast doubt on its fitness and propriety to continue as a regulated entity. However, the decision whether or not to report a breach by an Affected Participant to a regulator will be entirely at the SMC's discretion.

#### *Termination*

In addition to making a report to a relevant national regulator or giving a private warning, written notification of breach or public warning to the Affected Participant, the SMC may terminate the participation of an Affected Participant in a Scheme in the following circumstances:

- where the breach committed by the Affected Participant is sufficiently serious to undermine the operation and integrity of a Scheme;
- where the Affected Participant has committed a repeated breach of a Rulebook, notwithstanding any earlier sanctions given to the Affected Participant by the SMC;
- where the conduct of the Affected Participant displays bad faith or gross negligence towards other Participants or towards the Scheme(s) of which it is part; or
- where the conduct of the Affected Participant displays dishonesty or is grossly unprofessional.

Before making a termination order, the SMC may consult with relevant groups to determine the impact of the sanction. Such groups may include other Scheme Participants, the EPC Plenary, clearing and settlement mechanisms or banking communities. The SMC shall consult with relevant regulators before applying the termination sanction.

If the SMC decides to terminate the participation of an Affected Participant, it shall make a termination order setting out the terms and conditions on which the termination is to be effected. Such an order shall set out the steps to be taken by the Affected Participant to ensure the continued orderly and efficient operation of the Schemes.

In the event of termination, the Affected Participant shall be barred from exercising rights under the Rulebooks in accordance with the terms and conditions set out in the termination order. The Affected Participant shall fulfil all obligations arising under the Rulebooks in accordance with the termination order.



If the participation of an Affected Participant is terminated, the Affected Participant may re-apply to join the relevant Scheme after 6 months, starting from the date of the termination of its participation. However, an Affected Participant may re-apply earlier if it can demonstrate to the SMC that it has remedied the breach and/or that there is no reasonable likelihood of the Scheme Participant committing the breach in future.

The SMC shall publish details of a termination of participation on the website of the EPC together with the relevant order and details of the conduct giving rise to the complaint.

#### **2.4.6 Emergency Injunction Procedure**

Where a termination order is issued to an Affected Participant, such Affected Participant may within 21 Calendar Days of receiving notification of the order, apply for an injunction against such order to a competent court in Belgium, during which time the sanction shall be suspended pending the court's determination of the matter. Where the court decides not to grant the injunction requested by the Affected Participant, the SMC may enforce the conditions of the termination order. The courts of Belgium shall have exclusive jurisdiction in respect of proceedings brought in accordance with this section.

#### **2.4.7 Appeals Arising from Complaints**

Within 30 Calendar Days of receiving the notification of a sanction, the Affected Participant may appeal to an Appeals Panel in accordance with section 2.5.

#### **2.4.8 Timing of Sanctions**

Except in exceptional circumstances described in more detail below, a determination by the SMC of a sanction to be made against an Affected Participant shall not take effect until the conclusion of appeals proceedings before the SMC that may be commenced in accordance with these Internal Rules, or until such time as the time period for referring a matter to an appeal to the SMC has expired in accordance with these Internal Rules.

Of all sanctions available to the SMC, the imposition of the following sanctions only shall be suspended awaiting the determination of the appeal: (i) public warning, (ii) report to national regulator or equivalent national authority, including NASO, and/or (iii) termination.

The following applies only if the SMC considers that the conduct or circumstances of the Affected Participant will undermine the operation of any of the Schemes or would cause a serious risk of undermining the operation of any of the Schemes. The SMC may impose a sanction of which it has notified the Affected Participant with immediate effect, or at any other time specified by the SMC. In particular, the SMC may impose a sanction in such circumstances even though:

- the Representation Right has not expired; or any appeal under section 2.5 has not yet been determined.

However, both the Representation Right and the right to appeal against any sanction will remain available to any Affected Participant notwithstanding the expedited imposition of any sanction.

The decision whether or not to expedite the imposition of sanctions under this section 2.4.7 shall be entirely at the discretion of the SMC, however, issues which would tend to indicate the need for such action would be insolvency, loss of regulatory licence(s), or criminal conviction of the Affected Participant.

In cases where a sanction takes effect with immediate effect or at any other time specified by the SMC, the sanction shall remain in force for as long as determined by the SMC or until it is revoked by a determination of the case at appeal. No Affected Participant will have any right of recourse against the SMC for any loss suffered due to the imposition of a sanction if a sanction is subsequently revoked on appeal or under any other circumstances.

#### **2.4.9 Eligibility, Merger and Acquisition of a Participant**

In addition to the circumstances set out in section 2.4.1, the SMC may investigate, initiate or respond to a complaint in the following circumstances:

- a Participant has failed to satisfy one or more of the Scheme eligibility criteria; and
- a Participant has failed to notify the EPC of its intention to terminate its participation under section 5.11 of the relevant Rulebook,

The SMC may treat evidence of the existence of these circumstances coming to its attention as if it were a formal complaint, and deal with the matter in accordance with section 2.4.1 of these Internal Rules. Any references to a 'breach' of the Rulebooks in section 2.4.1 shall include a breach of the Adherence Agreement (including the representations and warranties set out in the Adherence Agreement) entered into by the Participant and may be treated by the SMC as being references to the circumstances set out in this section 2.4.8.

#### **2.4.10 Costs**

An upfront, non-refundable administrative fee outlined in Appendix 3 of the SMIRs on the SMC cost recovery mechanism will be payable by the complainant to the EPC, upon lodging the complaint, to cover basic administrative costs. This fee will be recoverable from the losing party, as appropriate. Appendix 3 of the SMIRs listing this fee will be reviewed regularly and adjusted in line with any actual costs incurred in the first year plus a reasonable increase uplift for anticipated increases in costs in the year in question and will be adjusted accordingly in subsequent years.

The EPC will ensure that any fee set under this section is quantified so as to be consistent with the costs incurred by the SMC and paid by the EPC and the EPC's status as a non-profit organisation under Belgian law. In addition, any relevant non-administrative SMC costs incurred during the course of the proceedings will be recovered from the losing party.

Where the complaint is withdrawn by the complainant before a formal SMC decision on the complaint has been made, the SMC's costs incurred to handle the complaint proceedings up to that point in time will be recovered from the complainant.

Where the SMC initiates a complaint, it may require the Affected Participant to contribute to any costs incurred by the SMC in relation to the complaint, if the Affected Participant were found to be in breach of the Rulebook(s).

## **2.5 Appeals**

### **2.5.1 Introduction to the Appeals Process**

In this section and unless the context otherwise indicates, a reference to the SMC shall be read as a reference to those persons comprising the Appeals Panel who have been nominated to carry out the Appeals Function of Scheme Management in accordance with section 2.1.10 of these Internal Rules including SMC members and representatives of the expert group described in section 2.5.2 of these Internal Rules.

Where the decision under appeal is a decision in which the SMC had initiated a complaint under section 2.4.1 of these Internal Rules, the SMC (including, for the avoidance of doubt, any sub-committee of the SMC, such as the CAC) is not to be regarded as a "party" to the appeal.

The role of the SMC shall be to determine whether, on the basis of the material put before it by the appellant, a decision reached in complaints and adherence matters was correct and justified. The SMC may request advice from a third party professional, including a legal professional in the course of its deliberations.

Deliberations before the SMC shall be conducted in private and shall be confidential unless otherwise agreed between the parties.

In considering any representations made to it, the SMC is not bound to follow rules of evidence, as followed in a court or tribunal. The SMC will not normally consider oral evidence.

The SMC shall act in accordance with the principles set out in section 2.5.2 to ensure that a matter is handled fairly and impartially. It may stipulate such conditions as it considers appropriate in order to ensure that this obligation is fulfilled.

Members of the SMC must ensure that all written information in respect of its Appeals Function, whether in electronic or paper format, is kept separately from documentation held by the SMC in relation to its Compliance Functions so that information is stored in proper manner and is available only to the relevant members of the SMC.

The SMC may never have access to information held in respect of cases arising under the Compliance Functions, whether oral or written, until such time as such information is referred to appeal.

In the course of determining an appeal, the Appeals Panel must not discuss details of the case with other members of the SMC, without first ensuring that such discussions are carried out with the agreement of the parties to the appeal.

The SMC may engage skilled professionals or the Secretariat to carry out administrative duties arising out of the conduct of appeals before the SMC at the cost of the EPC and within the budget of the EPC. The SMC shall ensure that any person engaged in this manner shall be subject to a duty of confidentiality in respect of information acquired in the course of its engagement with the SMC.

### 2.5.2 Group of Experts

In accordance with section 2.1.10 of the Internal Rules and taking into account possible scenarios of temporary SMC vacancies, potential cases of conflict of interests and non-availability of expertise, the SMC may appoint up to two persons who are not SMC members on an *ad hoc* basis to sit on the Appeals Panel at such time as a case is presented to the SMC. It is not necessary for any such person to be appointed as a member of the SMC; they would instead be vested with delegated power to convene and consider appeals cases. They shall be engaged solely for the purpose of hearing appeals and their skills shall be appropriate for this purpose. An initial proposal regarding the appointment of such a person or persons to sit on the Appeals Panel for a particular case will be made to the SMC by the SMC Chair together with the Chair of the Appeals Panel.

Once an appeal has arisen, the SMC Chair may select such experts from a group of experts comprising selected skilled professionals. The nomination of any person to become a member of the group of experts must be approved at a validly convened meeting of the SMC in accordance with section 2.1.13 of the Internal Rules. In addition, each member of the group of experts shall have the prior approval of the EPC Plenary as technically competent to assist in fulfilling the Appeals Function. The SMC in consultation with the EPC Nominating and Governance Committee will identify candidates to sit on the group of experts.

In order to be selected as a member of the group of experts, a prospective expert would be requested to:

- state the reason for applying to be included on the group of experts;
- describe in details their technical skills, experience and professional qualifications;
- set out any actual or potential conflicts of interest;
- agree to be subject to the Internal Rules;
- set out their likely availability and any possible time constraints; and
- agree a rate for their costs;

### 2.5.3 Key Principles

In carrying out the Appeals Function, the SMC shall perform its functions in accordance with the following principles:

- the SMC shall act in a manner that is impartial and objective at all times;
- the SMC shall act in a manner that is fair to all parties, taking into account the circumstances of each matter before it;
- the SMC shall act in a timely manner to determine matters arising before it;
- the SMC shall allow all parties to make representations and present written material to the SMC;
- the SMC shall ensure that, as far as possible, matters referred to it are dealt with in a way which is transparent, open and intelligible to the parties; and
- the SMC shall ensure that it acts in a manner that is proportionate to the seriousness of the matter before it.

- each member shall be subject to a duty of confidence in respect of appeals cases pending before the SMC. A member shall not discuss details of such cases other than with other members of the SMC that are nominated to carry out the Appeals Function, persons engaged by the SMC to assist the SMC in the exercise of this function, or with relevant parties in the course of appeals proceedings;

#### **2.5.4 Submission of Appeals Notice**

A person with the right to an appeal under these Internal Rules must file an appeals notice with the Secretariat. An appeals notice shall set out details of the case under appeal, reasons supporting the appeal, together with a copy of the determination that is the subject of the appeal.

Within 21 Calendar Days of receiving the appeals notice, the Secretariat shall provide a copy of the appeals notice to those members of the SMC whose decision is the subject of the appeals notice. These SMC members shall have 21 Calendar Days to file written representations in respect of the appeal. They may appoint one or more representatives from their number to take the appeal forward on their behalf. A representative appointed in this manner must be an SMC member who has been nominated to carry out the Compliance Functions of Scheme Management in accordance with section 2.1.10.

The SMC shall then consider the appeals notice and any representations filed and, within 21 Calendar Days of receiving representations from each party, shall notify all parties of the date of the appeal meeting.

At any time before the date of the meeting, the SMC may, but is not obliged to make such directions to the parties as may be useful for the swift and fair determination of the appeal. Such directions may include the following:

- directions to exchange documents relevant for the appeal; and
- directions to exchange names and written statements of any witnesses, including expert witnesses (if any).

The SMC shall ensure that all documents and evidence received from the SMC by the SMC or by one or other of the parties is provided to all the parties to the appeal in a timely manner in advance of the appeal meeting.

#### **2.5.5 Meeting**

The SMC shall aim to determine the appeal between the parties in a manner that is fair, open and amicable at a meeting involving all relevant parties.

Unless otherwise agreed, this meeting shall be private. Parties may bring legal representatives to a meeting.

In the event that a party does not attend the meeting, or if both parties do not attend, the SMC may arrive at such determination as it considers appropriate, or may postpone the date of the meeting.

The SMC shall consider all the material put before it and allow the parties to make oral representations during the meeting.

The SMC shall then deliver a decision on the appeal.

The SMC may make either of the following determinations:

- confirm, vary, or reverse the decision of the SMC at first instance;

- impose any sanction that may have been imposed, but was not imposed by the SMC at first instance.

The SMC may publish the details of the appeals decision on the website of the EPC. Any decisions of the SMC at first instance that are published on the website of the EPC, if varied or reversed at appeal, shall be amended accordingly on the EPC website.

A party to an appeal may withdraw from the appeal at any time by giving notice to the SMC. The appeal shall be closed with immediate effect and the SMC may make such determination in respect of the subject matter of the appeal and in respects of the allocation of costs for the appeal as may be appropriate.

#### **2.5.6 Costs**

An upfront, non-refundable administrative fee outlined in Appendix 3 of the SMIRs on the SMC cost recovery mechanism will be payable to the EPC upon lodging the appeal, by the party filing the appeal in question, to cover basic administrative costs. This fee will be recoverable from the losing party, as appropriate. Appendix 3 of the SMIRs listing this fee will be reviewed and adjusted in line with any actual costs incurred in the first year plus a reasonable amount for anticipated increases in costs in the year in question and will be adjusted accordingly in subsequent years.

The EPC will ensure that any fee set under this section is quantified so as to be consistent with the costs incurred by the EPC and the EPC's status as a non-profit organisation under Belgian law. In addition, any relevant non-administrative costs incurred by the SMC during the course of the proceedings will be recovered from the losing party.

Where the appeal is withdrawn by the appeal filing party before a formal SMC decision on the appeal has been formulated, the SMC's costs incurred to handle the appeal proceedings up to that point in time will be recovered from the appeal filing party.

Where there is a sole party to the appeal, the SMC shall have the power to require that party to bear the SMC's costs in respect of the appeal, if that party were found to be in breach of the Rulebook(s).

#### **2.5.7 Further Steps**

Following the determination of the SMC, if a party to the appeal does not consider the issue to have been correctly resolved, it shall be open to that party to attempt to resolve the matter through such means as it considers appropriate, including litigation in a competent court in Belgium. As the EPC shall always be a defendant in such proceedings, the courts of Belgium shall have exclusive jurisdiction in respect of proceedings brought in accordance with this section. Such a party may challenge the decision before the courts of Brussels, but only on the grounds of a serious breach by the SMC of these Internal Rules or of a breach of mandatory rules of law, or on the grounds that the decision, when subject to a *prima facie* review (*examen marginal / marginale toetsing*) by the court, appears manifestly incorrect.



### **3 DEVELOPMENT AND EVOLUTION**

#### **3.1 Change Management Processes**

##### **3.1.1 Change Management - Guiding Principles**

It is a key objective of the EPC that the Schemes are able to develop with an evolving payment services market. To meet the demands of Participants, end-users and banking communities, the Schemes shall be subject to a change management process that is structured, transparent and open, governed by the rules of the development and evolution function of SEPA Scheme Management.

The key principles underpinning change management are the following:

- Innovation - the Schemes shall be open to innovative proposals to improve delivery of the Schemes with a view to ensuring that the Schemes are competitive, efficient and able to benefit from the latest developments in payments technology. Innovation shall provide the basis for the conception, design and implementation of new schemes for SEPA going forward.
- Transparency - the change management process shall be transparent and open so that changes implemented into the Schemes are carefully considered and scrutinised. Establishing open channels for Scheme Participants, users and suppliers to propose changes is a key aim of change management.
- Cost-benefit analysis - proposals for change shall be supported by careful analysis weighing up its costs and benefits to ensure that changes implemented into the Schemes are viable for all concerned.
- Development of SEPA - the Schemes are seen as an important platform for Scheme Participants to develop SEPA-enabled products and services that allow both end-users and Participants to take advantage of the development and investment in SEPA.

##### **3.1.2 Change Management - Terminology**

The change management process shall involve ideas for changes being formulated as follows:

**Submission of Suggestion** - A Suggestion denotes any idea for making a change to the Schemes. A Suggestion may be devised by any person and then submitted to the SPS WG in accordance with the procedures set out in these Internal Rules. An Initiator refers to a person that submits a Suggestion in accordance with these Internal Rules;

**Preparation of Change Request** - A Change Request is formulated by the SPS WG. A Change Request is prepared if a Suggestion is accepted into the change management process, as set out in these Internal Rules. A Change Request involves detailed analysis into the change set out in the Suggestion and can include cost-benefit analysis and market research. Where the change proposes to modify the Rulebooks and any related documentation, a Change Request shall include a mark-up of the Rulebooks and any related documentation to show the amendments required to be made to the Rulebooks and related documentation as a result of implementing the change; and

Preparation of Change Proposal - A Change Proposal is prepared after consultation on the Change Request, as set out in detail in these Internal Rules. A Change Proposal sets out a detailed framework for making a change to the Schemes, taking into consideration comments made during consultation. Where the change proposes to modify the Rulebooks and any related documentation, the Change Proposal shall include a mark-up of the Rulebooks and any related documentation to show the amendments required to be made to the Rulebooks and any related documentation as a result of the change proposed. The Change Proposal is accompanied by a Change Proposal Submission Document. The Change Proposal Submission Document certifies that each stage of the change management process has been completed.

### **3.1.3 Role of EPC Plenary and Working and Support Groups**

The development and evolution function of SEPA Scheme Management shall be performed mainly by the EPC Plenary and the SEPA Payment Schemes Working Group ("**SPS WG**").

The EPC Plenary shall implement changes, taking into account the overall strategy and policy goals of SEPA and the EPC, identifying key needs and finding appropriate solutions.

The EPC Plenary shall be supported by the SPS WG. The SPS WG is the co-ordination and administration body for change management whose role involves liaising with Initiators, accepting Suggestions, formulating Change Requests and guiding these through the change management process. The SPS WG shall operate in accordance with its terms of reference.

### **3.1.4 Sending a Suggestion to the Secretariat**

A Suggestion is an idea for making any change to the Schemes. A Suggestion may be devised by any person and is to be submitted to the Secretariat in accordance with the rules set out in this section. Suggestions can then be sent to the SPS WG for consideration.

The SPS WG, supported by the Secretariat, shall look to receive Suggestions from the following sources:

- Scheme Participants (or representatives)
- end-users (or representatives )
- suppliers (or representatives)

The Secretariat may also accept Suggestions made by bodies within the EPC, such as the SMC, that have insight into the operation of the Schemes and ideas about enhancing the delivery of SEPA services to Participants and users. Such Suggestions may also be sent directly to the SPS WG.

#### *Scheme Participants*

Scheme Participants must submit a Suggestion to their relevant banking community. The Suggestion should be submitted in a format that can be understood by the banking community.

Upon receiving a Suggestion, the banking community shall carry out a preliminary evaluation of the Suggestion to determine whether the Suggestion is appropriate for the change management process. The banking community may conduct an initial consultation of its members on the Suggestion at this stage. In the course of carrying out its evaluation, the banking community may consult with the SPS WG at any time on any aspect of the evaluation process.



If the banking community determines that the Suggestion is likely to be appropriate for the change management process, it shall submit this Suggestion to the Secretariat for the attention of the SPS WG. The SPS WG shall then analyse the Suggestion further in accordance with these Internal Rules. The banking community shall notify the relevant Participant of the outcome of its evaluation as soon as it is reasonably possible to do so.

A banking community that wishes to submit its own Suggestion may do so directly to the Secretariat at any time and the Secretariat shall send this Suggestion to the SPS WG.

#### *End-users and suppliers*

End-users and suppliers may send Suggestions to the EPC, or to a relevant stakeholder forum at a national or SEPA level.

If a Suggestion is sent to the EPC, the EPC shall send the Suggestion to an appropriate stakeholder forum in a timely manner after receiving the Suggestion.

Where a stakeholder forum receives a Suggestion either from such an Initiator or from the EPC, it shall discuss this Suggestion with a view to determining whether the Suggestion is appropriate for the change management process and whether there is substantial consensus in support of the Suggestion within the relevant stakeholder forum. In the course of this process, a stakeholder forum may send the Suggestion to a relevant banking community for discussion and for possible consultation nationally or at the European level. In the course of conducting its discussions, the stakeholder forum may consult with the SPS WG at any time.

If the forum determines that the Suggestion is suitable for the change management process and if there is substantial consensus in support of the Suggestion, it shall submit the Suggestion to the Secretariat. The SPS WG shall then analyse the Suggestion further in accordance with these Internal Rules. The stakeholder forum shall notify the Initiator of the outcome of its discussions as soon as it is reasonably possible to do so.

A stakeholder forum that wishes to submit its own Suggestion may do so at any time directly to the Secretariat, provided always that such a Suggestion is supported by substantial consensus within the forum.

### **3.1.5 Acknowledgement of Receipt of Suggestion**

The Secretariat shall acknowledge receipt of the Suggestion to the Initiator within 21 Calendar Days of receiving the Suggestion.

An acknowledgement of receipt does not imply that a Suggestion has been accepted but only that the Suggestion has been received for consideration by the SPS WG.

### **3.1.6 Consideration of a Suggestion**

The SPS WG shall be responsible for deciding (a) whether the change should be accepted into the change management process or rejected and (b) whether the change proposed by the Suggestion is a Minor Change or a Major Change.

In respect of (a), the SPS WG will only accept Suggestions into the change management process that propose ideas that fall within the scope of the Schemes. As part of this analysis, the SPS WG shall consider the change proposed by a Suggestion in accordance with the following broad criteria:

- the change presents a case for wide SEPA market-acceptance;
- the change is underpinned by cost-benefit analysis;
- the change is aligned with the strategic objectives of the EPC;

- the change is feasible to implement; and
- the change must not impede SEPA-wide interoperability of the Schemes.

Suggestions that are not within the scope of the Schemes, or ones that fail to meet these criteria will generally not be accepted into the change management process.

In respect of (b), the SPS WG shall decide whether a Suggestion proposes a change can be defined as a Minor Change or a Major Change.

A Minor Change is a change of an uncontroversial and usually technical nature that facilitates the comprehension and use of the Rulebooks. Clarifications of existing rules shall not be deemed to affect the substance of the Rulebooks or the Schemes and will therefore be a Minor Change. Examples of such changes include corrections of spelling mistakes, grammatical corrections, or minor adjustments to technical standards in the Rulebooks to take account of upgrades. If a change is classified as a Minor Change, it can be approved through a simplified procedure, as set out below in these Internal Rules.

A Major Change by contrast is a change that affects or proposes to alter the substance of the Rulebooks and the Schemes. Examples of such changes include the addition or development of new technical standards, proposals for new services to be offered in the Schemes, changes affecting policy, or the innovation of new SEPA schemes. Any change to chapters 5 and 6 of the Rulebooks shall always be a Major Change. Changes that are classified as Major Changes are approved through detailed consultation with relevant SEPA groups, as set out in these Internal Rules.

### **3.1.7 Acknowledgement of Acceptance or Rejection of Suggestion to Initiator**

After considering the Suggestion, the SPS WG shall decide whether or not to formulate a Change Request on the basis of the Suggestion made and whether the Suggestion should be accepted into the change management process.

After arriving at its determination, the SPS WG shall notify the Initiator of its decision in a timely manner. The SPS WG may notify an Initiator either directly or indirectly using the EPC website.

All Suggestions, irrespective of whether they have been accepted into the change management process shall be published on the EPC website, with a view to permitting such a list to be openly viewed by all groups.

## **3.2 Process for Submitting Major Scheme and Rulebook Changes**

### **3.2.1 Preparation and Development of Change Request by SPS WG**

Once a Suggestion has been accepted and the change proposed by the Suggestion classified as a Major Change by the SPS WG, the SPS WG is responsible for carrying out detailed work to prepare and develop a Change Request on the basis of the Suggestion made.

The SPS WG shall conduct research and carry out a cost-benefit analysis on the Suggestion, in accordance with Appendix 2 of these Internal Rules. This work will involve developing a business case for making a Change Request and eventually a Change Proposal. The analysis of the SPS WG should also show how the Suggestion meets the criteria set out in section 3.1.6 of these Internal Rules.

The SPS WG will determine whether any Suggestion which includes a request for expedited implementation in accordance with section 3.2.8 of these Internal Rules on grounds that the proposed change constitutes a non-operational change does indeed qualify as such. If the SPS WG is satisfied that a Suggestion would have no operational impact on Participants and that it is suitable for the fast track process, the SPS WG will make a recommendation to the EPC Plenary that the Suggestion is implemented as a non-operational change in accordance with section 3.2.8.

Where the change proposes to modify the Rulebooks and any related documentation, a Change Request shall also show the likely amendments to be made to the Rulebooks and related documentation as a result of implementing the change proposed in the Suggestion.

The SPS WG shall make all reasonable efforts to develop the Change Request in a timely manner. The SPS WG shall publish a regular update on the EPC website to indicate the stage of development of the Change Request.

Suggestions for change pertaining to the Internal Rules shall generally be submitted to the Scheme Management Committee and/or the Legal Support Group for a first assessment unless the suggestion was initiated by one of these bodies. The decision not to integrate a suggestion for change to the Internal Rules into the change request to be submitted for public consultation must be endorsed by the Coordination Committee.

### **3.2.2 Dialogue with the Initiator**

In the course of developing the Change Request, the SPS WG shall consult with the Initiator, so that, as far as reasonably feasible, the Change Request is in line with the Suggestion submitted by the Initiator.

### **3.2.3 Consultation on Change Request**

Once the SPS WG has developed a Change Request, the SPS WG shall begin the process of consulting Participants, end users and service suppliers on the Change Request.

#### *Scheme Participants*

The SPS WG shall consult Scheme Participants, through all banking communities, on the Change Request. Banking communities will be asked to consult all of their members who are part of the Schemes with a view to ensuring that the views of the payment services constituency are considered in the consultation process.

Banking communities shall ask their Scheme Participants to approve the Change Request, or alternatively, indicate their disapproval. A banking community shall notify the SPS WG of the outcome of such a consultation with its members. A Change Request shall be deemed to be approved by SEPA Participants if the Change Request is supported by those Scheme Participants who carry out at least 2/3rds of the volume of SEPA payment transactions in SEPA as a whole. For this purpose, a SEPA payment transaction is defined as a transaction under one or both Schemes, or under such other scheme as the EPC may devise from time to time. The EPC and the SPS WG shall not be obliged to verify the correctness of any notification made by the banking community or any evaluative methods used by the banking community in the consultation process. In addition to either approving or rejecting the Change Request, Scheme Participants, through their banking community may provide comments on the Change Request to the SPS WG.

The SPS WG shall aim to conclude consultations within 90 Calendar Days of first calling for consultation. However, in cases where the Change Request requires further consideration or clarification, the SPS WG shall be free to extend any deadline for completing the consultation to ensure that Scheme Participants have an opportunity to provide their contributions.

### *End-user and suppliers*

End-users and suppliers will be invited to contribute to the consultation through stakeholder forums organised at the European level and at the level of the national community. In addition to consultation with national banking communities, the SPS WG may also consult other SEPA banking communities. The composition of stakeholder forums for end-users and suppliers, and their role in the change management process, is set out in greater detail below.

Stakeholder forums shall be requested to give their views on the Change Request to the SPS WG.

#### **3.2.4 Feedback from National Consultation**

The SPS WG shall collect and analyse the comments received from both Participants and end-users and suppliers. The SPS WG shall prepare a feedback report on the consultation and make this report available on the EPC website to all groups. The SPS WG shall additionally give feedback on the consultation to the Initiator.

A Change Request that is not approved by Scheme Participants during the consultation process shall generally not be taken forward by the SPS WG. However, notwithstanding this general position, the SPS WG may, after due and proper consideration, raise issues arising from the national consultation for discussion at the EPC Plenary in accordance with the EPC Charter.

#### **3.2.5 Preparation of Change Proposal and the Change Proposal Submission Document**

If the SPS WG decides to proceed with the change following consultation, the SPS WG shall prepare a Change Proposal, taking into account comments received during the national consultation. The Change Proposal shall set out details of the change proposed and the likely costs and benefits involved in implementing the change. The Change Proposal shall detail non-confidential comments received from the different banking communities of Scheme Participants and from end-users and suppliers in the stakeholder forums. Where the change proposes to modify the Rulebooks and any related documentation, the Change Proposal shall include a mark-up of the Rulebooks and related documentation to show the amendments to be made to the Rulebooks and related documentation as a result of implementing the change.

A Change Proposal may bring together more than one change, as developed from one or more Suggestions.

The SPS WG shall complete a Change Proposal Submission Document for submission to the EPC Plenary alongside the Change Proposal. The Change Proposal Submission Document shall certify that each stage of the change management process, from initiation to consultation, has been properly completed in respect of the change proposed.

#### **3.2.6 Submission of Change Proposal to the EPC Plenary**

Following its consideration by the Co-ordination Committee in accordance with the EPC Charter, the Change Proposal and the Change Proposal Submission Document shall be submitted to the EPC Plenary for determination. The EPC Plenary shall determine whether or not to accept the Change Proposal by resolution.

#### **3.2.7 Publication**

A Change Proposal that has been considered at the EPC Plenary shall be published on the EPC website together with the Change Proposal Submission Document and the decision of the EPC Plenary. The SPS WG shall use reasonable efforts to publish all Change Proposals, irrespective of whether the change has been accepted or rejected at the EPC Plenary, as soon as reasonably practicable after the relevant meeting of EPC Plenary.

### **3.2.8 Change Release Process and Cycle**

In order to ensure that the Schemes are not disrupted by the rapid implementation of numerous Change Proposals in a short space of time, it shall not be possible for the EPC Plenary to approve more than 1 Change Proposal in any year, except in exceptional circumstances. The EPC Plenary may only approve a further Change Proposal(s) in exceptional circumstances, for example, where the failure to implement a Change Proposal may result in disruption to the Schemes or to users of the Schemes. In implementing the changes set out in a Change Proposal, the EPC Plenary shall take into account current, mandated changes in the payments industry.

Subject to the following paragraph and section 3.2.9, except in exceptional circumstances, the EPC may only implement a Change Proposal, as approved by the EPC Plenary, 6 months after the date on which the Change Proposal is published on the EPC website in accordance with section 3.2.7. In respect of complex changes, the EPC may specify a longer period of notice before implementing a Change Proposal. The EPC may implement a Change Proposal on shorter notice where the change proposed is necessary to ensure the efficient operation of the Schemes or if the change proposed pertains to section 2 of these Internal Rules. Changes proposed to section 2 of these Internal Rules shall take effect on a date to be determined by the Plenary but not earlier than 30 days after EPC Plenary approval.

A change which has been designated by the SPS WG as a non-operational change suitable for fast track implementation under section 3.2.1 of these Internal Rules may be implemented at a date earlier than 6 months after the date on which the Change Proposal is published on the EPC website. Such date will be determined by the EPC Plenary on a case by case basis following consideration of a recommendation from the SPS WG.

### **3.2.9 Change for Regulatory Reasons<sup>5</sup>**

The creation of or amendments to relevant rules and regulations (including the technical requirements set out in the Annex to the SEPA Regulation as amended by the European Commission from time to time) might necessitate the urgent alignment of the Schemes with such rules and regulations.

In such case the SPS WG, in close collaboration with the LSG, will prepare a Regulatory Change Proposal. This will be done as soon as reasonably possible, in light of the date on which the new or amended rules and regulations will enter into force. The SPS WG shall complete a Regulatory Change Proposal Submission Document for submission to the EPC Plenary alongside the Regulatory Change Proposal. The Regulatory Change Proposal Submission Document shall specify that the change proposed relates to a mandatory rule of law, and the reasons why the regular change management process could not be followed.

Following its consideration by the Co-ordination Committee in accordance with the EPC Charter, the Regulatory Change Proposal and the Regulatory Change Proposal Submission Document shall be submitted to the EPC Plenary for determination. The EPC Plenary shall determine whether or not to accept the Regulatory Change Proposal by resolution.

A Regulatory Change Proposal that has been considered at the EPC Plenary shall be published on the EPC website together with the Regulatory Change Proposal Submission Document and the decision of the EPC Plenary, as soon as reasonably practicable after the relevant meeting of the EPC Plenary.

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<sup>5</sup> This section will enter into force on 17 November 2013

The EPC may implement a Regulatory Change Proposal, as approved by the EPC Plenary, at the earliest from the business day following the date on which the Regulatory Change Proposal is published on the EPC website in accordance with this section 3.2.9. Such date will be determined by the EPC Plenary on a case by case basis following consideration of a recommendation from the SPS WG.

### **3.3 Process for Submitting Minor Rulebook Changes**

#### **3.3.1 Preparation of List of Minor Changes**

The SPS WG shall prepare a List of Minor Changes not more than twice each year. This List shall take into account Suggestions received by the SPS WG as well as any Minor Changes that the SPS WG considers are required for the Rulebooks.

#### **3.3.2 Publication of List of Minor Changes**

The SPS WG shall publish the List of Minor Changes on the EPC website and ensure that the List may be viewed by all groups.

Any person may submit comments on the List of Minor Changes through the EPC website to the SPS WG. The SPS WG shall permit comments to be sent to it for a period of 90 Calendar Days starting from the date of the publication of the List of Minor Changes on the EPC website. However, the SPS WG shall be free to extend this period, if appropriate.

#### **3.3.3 Re-classification of a Minor Change**

In the event that the SPS WG receives extensive comments on the List of Minor Comments, where some items on the List are identified by contributors as potentially Major Changes, the SPS WG may remove the item from the List and consider re-classifying this item.

The SPS WG may consult with relevant contributors and relevant groups on the status of the item with a view to determining whether a change is a Minor or a Major Change. Following such a consideration, the change may be re-classified as a Major Change and fall to be approved through the approval process for Major Changes, as set out in these Internal Rules.

#### **3.3.4 Submission of List of Minor Changes to the EPC Plenary**

The List of Minor Changes shall be submitted to the EPC Plenary for determination. The EPC Plenary shall determine whether or not to accept the changes proposed in the List of Minor Changes by resolution.

#### **3.3.5 Publication**

A List of Minor Changes that has been considered at the EPC Plenary shall be published on the EPC website together with the decision of the EPC Plenary on the items listed. The SPS WG shall use reasonable efforts to publish the List of Minor Changes, irrespective of whether the changes proposed have been approved or rejected at the EPC Plenary, as soon as it is reasonably practicable to do so after the relevant meeting of the EPC Plenary.



### 3.3.6 Change Release Process and Cycle

In order to ensure that the Schemes are not disrupted by the rapid implementation of numerous changes in a short space of time, it shall not be possible for the EPC Plenary to approve more than 2 Lists of Minor Changes in any year, except in exceptional circumstances. The EPC Plenary may only approve a further List exceeding this limit in exceptional circumstances, for example, where the failure to implement a change may result in severe disruption to the Schemes or to users of the Schemes.

Except in exceptional circumstances, the EPC may only implement the changes set out in the List of Minor Changes 6 months after the date on which the List is published on the EPC website in accordance with section 3.3.5. The EPC may implement one or more of the changes set out in the List on shorter notice where the change(s) proposed is necessary to ensure the efficient operation of one or both of the Schemes.

A change or changes to the Internal Rules shall not be counted as a List of Minor Changes.

## 3.4 Stakeholder Forums at European and National Levels

The SPS WG shall consult stakeholder forums on a Change Request during the change management process. It is envisaged that end-users and suppliers shall have an opportunity to present their views through stakeholder forums. The change management process shall aim to capture a range of stakeholder opinions in SEPA by ensuring that stakeholder forums at the national level are represented alongside those at the European level.

### *Stakeholder Forums - National Levels*

The SPS WG shall invite locally established stakeholder forums in SEPA jurisdictions to provide comments on a Change Request. Consultation at the national level shall take place through banking communities who shall be responsible for collecting and presenting views from established stakeholder forums in their jurisdiction. Banking communities shall consult stakeholder forums from a broad cross-section of interests, so that consumers, small and medium sized businesses, large users of payments services and suppliers are given an opportunity to contribute to the discussion. Banking communities shall be required to demonstrate to the SPS WG that they have made reasonable efforts to consult established stakeholder forums representing these interest groups in their jurisdictions. Banking communities should consult stakeholder groups that are properly established and with a track record in commenting on issues in the payments services industry.

If a national stakeholder forum that wishes to be consulted by its banking community is not so consulted, it may provide its comments directly to the SPS WG. However, it is envisaged that banking communities shall consult broadly, ensuring that appropriate and relevant stakeholder forums in their jurisdictions are given an opportunity to consider and comment on the Change Request.

After carrying out the consultation, banking communities shall prepare a report for the SPS WG in an appropriate format, setting out the views of stakeholders in their community.

The SPS WG may publish stakeholder consultation reports received from communities in different SEPA jurisdictions on the EPC website during the consultation and feedback process.

### *Stakeholder forums - European Level*

In addition to consulting Scheme Participants, the EPC shall facilitate the establishment of a stakeholder forum for various types of payments services users and technology providers in SEPA.

In respect of the stakeholder forum for users, it is envisaged that the stakeholder forum shall represent a wide cross-section of interest groups at the European level, including consumers, large users and small and medium sized enterprises. This stakeholder forum shall operate in accordance with a code of conduct and terms of reference concluded with the EPC. However, it shall be an independent body, with the power to structure its meetings, discussions and decision-making procedure in a manner that it considers appropriate.

The EPC shall request properly established, payments services stakeholder groups at the European level to nominate a representative(s) to this stakeholder forum. The representative(s) nominated by such groups shall form this stakeholder forum. It is open for organisations nominating a representative to withdraw a member from this forum at any stage and replace this member with another representative. However, to encourage continuity in the work of the forum, the forum should aim, as far as reasonably possible to have a stable and committed membership. Stakeholder groups at the European level that wish to have a role in nominating a representative but who have not been invited to submit a nomination, may request the Co-ordination Committee for permission to submit a nominee. The Co-ordination Committee, as advised by the NGC, shall have complete discretion in deciding whether a stakeholder group at the European level is sufficiently established to qualify as a nominating stakeholder group.

A member of a stakeholder forum at the national level that is consulted by its banking community as part of national consultations may also be a member of this stakeholder forum at a European level.

#### **3.4.1 Obligations of Stakeholder Forums**

Stakeholder forums at both the European and the national level shall be expected to conduct their affairs in accordance with the following obligations:

- stakeholder forums shall act in the best interests of the Schemes, with a view to always furthering the objectives of SEPA;
- stakeholder forums shall act with diligence and skill, ensuring that Change Requests are carefully considered and discussed;
- representatives of the stakeholder forums and the forum acting together shall ensure that they represent the interests of their constituents when acting in the stakeholder forums;
- stakeholder forums shall establish good management procedures, keeping records of all meetings held and keeping records of documentation considered at forum meetings;
- stakeholder forums shall observe principles of good governance, openness and transparency, ensuring that all interests groups are fairly represented in any governance arrangement established within a stakeholder forum; and
- stakeholder forums shall conduct their affairs with the highest level of integrity and professionalism.



## 4 APPENDIX 1 - COST-BENEFIT ANALYSIS

### 4.1.1 Cost Benefit Analysis ("CBA") - Introduction

CBA is a powerful evaluative tool, used widely in industry and in the public sector to evaluate the costs and benefits involved in making an investment. CBAs provide a monetary evaluation of the impact of a potential investment together with a practical assessment of its benefit for the investor, consumer, industry and society as a whole. CBAs therefore help all parties concerned in determining whether the costs of an investment are worth the benefits that are likely to be garnered from it.

While a CBA gives a good indication of the costs and benefits involved in monetary terms, it forms one component of a broader analysis into the decision of whether an investment is necessary or desired. While the importance of establishing the "business case" is self-evident, the CBA permits the business case to be given due weight while allowing parties to consider the change holistically, taking into account stakeholder opinions on factors that may more difficult to quantify.

CBAs are conducted on the basis of key ground rules:

- a CBA should take into account all important costs and benefits; and
- a CBA should take full account of the risks and uncertainties involved in a project (technical failures, market disruptions etc.)

### 4.1.2 CBA - Analytical Parameters

Not every Change Request may require a CBA to be performed, for example in cases where the benefit of the innovation is overwhelming and self-evident.

However, where the Change Request requires the CBA to be performed, SPS WG shall be responsible for carrying out, or requesting a third party to carry out, a CBA to evaluate the CBA business case for the proposed change. The SPS WG may also take into consideration CBA received from third parties.

A CBA shall be responsible for showing the following:

- the costs and benefits for industry, including Scheme Participants and suppliers of payments technology and infrastructure; and
- the costs and benefits for consumers and for SEPA as a whole, showing where the costs may be distributed across the different areas of the SEPA payments society.

#### *Costs and Benefits for Industry*

A CBA should clearly show all the monetary costs involved in a Change Request, so that capital as well as operational costs are reflected in this analysis.

The benefits for industry shall be determined mainly by the value added to the service already provided to customers for the new services, or by the value-added to the service already provided to customers. Accordingly, the CBA shall include information on the likely customer uptake of the Change Request by including results of any surveys, research or projections.

### *Benefits for Customers and SEPA*

The CBA shall consider the wide benefit accruing to customers and to society as a whole as part of any analysis.

The wider social benefits of a change may be seen in the benefits it holds for technological innovation, faster service delivery or financial stabilisation.

#### **4.1.3 CBA - Results**

The Change Request shall take into account the results of the CBA for Participants, users and suppliers together with the level of net monetary return expected from the change.

In addition, the Change Request shall set out the costs for upgrading technology and infrastructure to deal with the change together with an analysis of the general risks that may impact on the implementation of the new changes.

If a CBA shows that the benefits do not justify the costs involved, it is expected that this will lead to the rejection of the Change Request by relevant groups and by the EPC Plenary.

In some cases, where the CBA shows that the change would be positive for consumers but costly for industry, this analysis is likely to inform the debate at the level of users, suppliers and the EPC Plenary. Such a debate may focus on the funding arrangements necessary for re-distributing the costs involved, given that Scheme Participants and EPC Plenary members are not obliged to fund measures that are not in their overall financial interest. In such cases, the EPC Plenary shall exercise its discretion in determining the feasibility of changes, taking into account the views expressed in the consultation process.

## **5 APPENDIX 2 - CONFLICTS OF INTEREST**

### **5.1 Rules for Managing Conflicts of Interest**

#### **5.1.1 General Principles**

A member of the SMC may be faced with a situation where the duties owed by him or her under these Internal Rules conflict in some way with another interest, duty or consideration of the member.

A member of the SMC must be extremely alert to such conflicts of interest, or potential conflicts of interest arising in the course of his or her engagement with the SMC.

In order to ensure that the Schemes are administered in accordance with the highest standards of fairness and transparency, a member of the SMC must monitor any conflicts of interest arising or potentially arising in the course of his or her office.

On appointment, a member of the SMC must supply the NGC with a written list of issues that create or that may create a conflict of interest for a member in the course of his or her office. Such a list must constantly be updated in the course of a member's appointment to the SMC.

Members of the SMC shall monitor conflicts of interest arising in respect of any of the other members of the SMC on a continuing basis. A member of the SMC shall be expected to declare any actual or potential conflicts of interests at the start of any meeting involving the SMC. A note of such a declaration must be retained in accordance with section 6.1.2 below.

Any member of either the SMC may inform an appropriate person like the Chair of that body that he or she feels that a member of the body or the body as a whole is subject to a conflict of interest, or that a conflict of interest might reasonably be expected to arise. In such cases, the Chair shall act in an appropriate manner to ensure that the conflict of interest is managed effectively and transparently. Where the Chair is subject to a conflict of interest, he or she may nominate another person within the SMC to manage the conflict on his or her behalf. Where all the members of a body are subject to a conflict of interest, the body must request the NGC to take appropriate action.

Examples of conflicts of interest include situations where a member of the SMC finds him or herself in a position to adjudicate against a competitor of his or her employer, or where such a member may stand to gain in some way from a particular outcome of proceedings before either the SMC.

Where a conflict exists or where one might reasonably be expected to arise, the member must declare the conflict and the Chair, acting together with other members of either of the SMC shall decide whether a conflict does indeed exist and how such a conflict should be managed. Where a conflict of interest is deemed to exist or where one might reasonably be expected to arise, the Chair, acting together with the other members of the SMC, must determine whether the affected member should refrain from voting on the relevant issue before him or her.

#### **5.1.2 Record Keeping**

Members of the SMC shall keep a record of each case where a conflict of interest has arisen or where one has been likely to arise, together with the action taken by the relevant member or body to manage the conflict.

Members of the SMC should also record cases where a conflict of interest was suspected but where, after analysis, such a conflict was deemed not to have arisen.

Such records shall be open to inspection by the EPC and to such other persons as the SMC may consider appropriate.

## **6 APPENDIX 3 - SMC COST RECOVERY MECHANISM**

### **6.1 Main cost types in a dispute resolution procedure**

Three types of costs are identified:

- Administrative costs, incurred by the EPC for administering and monitoring the relevant proceedings (including all disbursements in connection with a particular case, for example, postage, international courier services, telephone, faxes, copies, etc);
- Experts' and SMC legal fees and expenses, incurred by the EPC including costs for their travel, lodging and clerical assistance; and
- Litigation or dispute resolution costs incurred by the parties in question, including fees and expenses of any lawyers engaged, as well as amounts incurred on the presentation and preparation of the case

### **6.2 Rationale for SMC cost recovery mechanism**

The rationale for the SMC cost recovery mechanism centres on a non-refundable administrative fee. This centres on the position that the individual participants benefiting from the SMC's complaints appeals and conciliation activities should be responsible for the costs arising from them (in whole or in part). In addition, given the EPC's core activity is to develop and design payment schemes and frameworks to realise SEPA, it would be unfair for the EPC membership to subsidise the SMC conciliation, complaint and appeal proceedings.

Moreover, there are some initial administrative and handling costs involved in the various stages of the conciliation, complaint and appeal activity. These should be recoverable from the Scheme Participants either requesting or affected by the conciliation, complaint and appeal proceedings.

It is therefore appropriate for the filing Scheme Participant to pay to the EPC a flat fee to cover these costs as an 'upfront fee' for such activities. Such a fee is recoverable from the other Scheme Participant involved in the action if the Scheme Participant initiating the procedure is successful at the end of the proceedings.

In addition, any relevant non-administrative SMC costs incurred during the course of the proceedings shall be recovered from the losing party.

### **6.3 Level of the non-refundable administrative fee**

As a non-profit organisation, the EPC ensures that there is no material 'profit' mark up resulting in a material gain for the EPC when setting the non-refundable administrative fee.

The upfront fee payable to the EPC per single conciliation, complaint and appeal case by the concerned Scheme Participant initiating the proceeding is estimated to be as at [9 February 2012]:

- Conciliation: 2.000 EUR

- Complaint: 2.000 EUR
- Appeal: 3.000 EUR

The level of these fees will be reviewed as a minimum once per annum by the EPC Plenary and will be adjusted in line with any actual costs incurred in the previous year(s) plus anticipated increases in costs and/or proceeding cases in the subsequent year.

## 7 TERMS DEFINED IN THE INTERNAL RULES

Definitions taken from other documents are acknowledged. Terms defined elsewhere in this document are not repeated here, but only referenced.

Term	Definition
<b>Additional Optional Services</b>	Complementary features and services based on the Schemes, as described in more detail in the Rulebooks.
<b>Adherence Agreement</b>	The agreement to be completed as part of the process by which an entity applies to become a Participant. The agreement is found at Annex 1 of the Rulebooks.
<b>Admission Date</b>	A date specified for admission to one or both of the Schemes for a group of successful applicants.
<b>Affected Participant</b>	A Participant that is subject to proceedings before the SMC in accordance with section 2.4 of these Internal Rules.
<b>SMC</b>	The SMC of Scheme Management, as further detailed in these Internal Rules.
<b>Bank Identifier Code (BIC)</b>	An 8 or 11 character ISO code assigned by SWIFT and used to identify a financial institution in financial transactions (ISO 9362).
<b>BIC</b>	<i>See 'Bank Identifier Code'.</i>
<b>Business Day</b>	A day on which banks in the relevant jurisdiction are generally open for business with customers.
<b>Calendar Day</b>	A Calendar Day means any day of the year
<b>CBA</b>	Cost benefit analysis
<b>Chair</b>	Chair refers to the Chair of the SMC
<b>Initiator</b>	Any person making a Suggestion
<b>Change Proposal</b>	A detailed proposal setting out a proposal for change after consultation with relevant groups such as users and suppliers and detailed consideration of the Change Request. A Change Proposal can set out comments received from such groups together with a detailed analysis of the change and the costs and benefits of implementing a change. Where the change proposed in the Change Proposal modifies the Rulebooks or related documentation, a Change Proposal shall include a mark-up of the Rulebooks and related documentation to show the amendments required to be made to the Rulebooks and related documentation as a result of the change proposed.
<b>Change Proposal Submission Document</b>	A pro-forma document prepared by the SPS WG to certify that each stage of the change management process has been properly completed.

<b>Term</b>	<b>Definition</b>
<b>Change Request</b>	A Change Request is formulated by the SPS WG on the basis of Suggestions accepted into the change management process. A Change Request takes into account CBA, and other details in relation to the change proposed. Where the change proposed in the Change Request modifies the Rulebooks or related documentation, a Change Request shall include a mark-up of the Rulebooks and related documentation to show the amendments required to be made to the Rulebooks and related documentation as a result of the change proposed.
<b>CSMs</b>	Clearing and Settlement Mechanisms
<b>Commencement Date</b>	The date on which the EPC resolves to commence operation of the Scheme in accordance with section 5.1 of the Rulebooks.
<b>Customer Banking Business Day</b>	A Customer Banking Business Day is a day on which banks in the relevant jurisdiction are generally open for business with customers.
<b>EBA</b>	European Banking Association
<b>ECSA</b>	European Credit Sector Association
<b>EPC</b>	The European Payments Council
<b>EPC Charter</b>	The Charter of the European Payments Council dated 18 June 2004, as amended from time to time.
<b>EU</b>	The European Union
<b>Independent Member</b>	An Independent Member is a member who can display the highest standard of professional integrity and objectivity in relation to Scheme Management. An Independent Member should be a professional of good repute, with appropriate skills, who has a reasonable knowledge of the payments services sector but who is not employed or is otherwise affiliated with a Scheme Participant or its banking communities, service providers or a payment services user group or user association.
<b>Internal Rules</b>	These are the internal rules for Scheme Management set out in this document, as amended from time to time.
<b>List of Minor Changes</b>	As defined in section 3.3.1 of these Internal Rules
<b>Major Change</b>	As defined in section 3.1.6 of these Internal Rules
<b>Minor Change</b>	As defined in section 3.1.6 of these Internal Rules
<b>NASO</b>	National Adherence Support Organisation, as explained in section 2.2.4 of these Internal Rules.
<b>NGC</b>	Nominating and Governance Committee
<b>Participant</b>	A Participant is an entity that has adhered to one or both of the Schemes in any capacity.

Term	Definition
<b>Payment Services Directive</b>	The EU Directive on payment services in the internal market.
<b>Rapid Response Mechanism</b>	<b>The EPC intends to establish a Rapid Response Mechanism in conjunction with the Eurosystem and the European System of Central Banks and / or other national supervisory body in SEPA, to inform the EPC and ultimately Scheme Participants when a Scheme Participant has been prohibited from continuing operations..</b>
<b>Scheme</b>	Each of the SEPA Direct Debit Scheme and the SEPA Credit Transfer Scheme
<b>SMC</b>	Scheme Management Committee
<b>Secretariat</b>	The EPC Secretariat
<b>SEPA</b>	SEPA is the area where citizens, companies and other economic actors are able to make and receive payments in euro within Europe. SEPA comprises the countries listed in the official EPC list of SEPA countries as published by the EPC from time to time.
<b>SEPA Credit Transfer Scheme</b>	The SEPA Credit Transfer Scheme is the payments scheme for making credit transfers across SEPA, as set out in the SEPA Credit Transfer Scheme Rulebook.
<b>SEPA Credit Transfer Scheme Rulebook</b>	The Rulebook setting out rules and business standards for the SEPA Credit Transfer Scheme, as amended from time to time.
<b>SEPA Core Direct Debit Scheme Rulebook</b>	The Rulebook setting out rules and business standards for the SEPA Core Direct Debit Scheme, as amended from time to time.
<b>SEPA Business to Business Direct Debit Scheme Rulebook</b>	The Rulebook setting out rules and business standards for the SEPA Business to Business Direct Debit Scheme, as amended from time to time.
<b>SEPA Scheme</b>	A SEPA payment scheme is a common set of business rules, practices and standards for the provision and operation of a SEPA payment instrument agreed at an interbank level in a competitive environment.
<b>SEPA Scheme Management</b>	SEPA Scheme Management denotes the governance, development and compliance mechanisms in relation to a SEPA Scheme.
<b>SPS WG</b>	SEPA Payments Schemes Working Group
<b>Suggestion</b>	A Suggestion is an idea for change to the Schemes, proposed to the SPS WG.
<b>Unresolved Issue</b>	Any dispute in relation to one or both of the Rulebooks.



## **ANNEX V – Major differences between the SEPA Core Direct Debit Scheme and the SEPA B2B Direct Debit Scheme**

THIS ANNEX IS NOT A PART OF THE RULEBOOK AND IS INCLUDED IN THE  
RULEBOOK FOR INFORMATION PURPOSES ONLY

## Major differences between the SEPA Core Direct Debit Scheme and the SEPA B2B Direct Debit Scheme

This annex gives an overview of the major differences between the Core Scheme and the B2B Scheme. It does not reflect all the detailed differences in the rules between the two Rulebooks. This annex does not take precedence over the content of either of the Rulebooks.

Aspect	Core Scheme	B2B Scheme
<b>1. On the refund right of the Debtor</b>		
1.1 Refund right for an authorised Collection	The Debtor is entitled to obtain a refund of an authorised Collection by request to the Debtor Bank during a period of eight weeks after being debited.	The Debtor is <b>not</b> entitled to obtain a refund of an authorised Collection.
1.2 Refund right for an unauthorised Collection	The Debtor is entitled to obtain a refund of an unauthorised Collection by request to the Debtor Bank during a period of thirteen months after being debited.	The Debtor is entitled to obtain a refund of an Unauthorised Collection by request to the Debtor Bank during a period of thirteen months after being debited, when he considers that the Collection is not covered by a Mandate.
1.3 The Debtor Bank may recover the refund paid to the Debtor from the Creditor Bank	The Debtor Bank is allowed to act as such.	The Debtor Bank is not allowed to recover the refund paid to the Debtor from the Creditor Bank
1.4 The Creditor Bank may recover the refund settled with the Debtor bank from the Creditor	The Creditor bank is allowed to act as such	Out of scope of the Scheme as the refund right of the Debtor only applies to the relation between the Debtor and the Debtor Bank.
<b>2. The time-line of the Collections</b>		
2.1 Refusal of a Collection	The Debtor may, before Settlement, initiate a Refusal, requesting the Debtor Bank not to pay a Collection. This Refusal may be handled prior to inter-bank settlement generating a Reject, or after Settlement generating a Return.	The Debtor may, before Settlement, initiate a Refusal, requesting the Debtor Bank not to pay a Collection. This Refusal must be handled prior to inter-bank settlement generating a Reject, or after Settlement, by preference on due date, generating a Return.

2.2 The latest date for the Debtor bank receiving the Collections	<p>A first or a one-off Collection must be received at the latest <b>five</b> Inter-Bank Business Days before Due Date and not earlier than 14 Calendar Days before Due Date.</p> <p>A subsequent Collection in a series of recurrent Collections must be received at the latest <b>two</b> Inter-Bank Business Days before Due Date and not earlier than 14 Calendar Days before Due Date.</p>	Any Collection must be received at the latest <b>one</b> Inter-Bank Business Day before Due Date and not earlier than 14 Calendar Days before Due Date.
2.3 The latest date for the Return of a Collection	The latest date for Settlement of the Return of a Collection is <b>five</b> Inter-Bank Business Days after the Settlement Date of the Collection.	The latest date for Settlement of the Return of a Collection is <b>two</b> Inter-Bank Business Days after the Settlement Date of the Collection.
<b>3. Checking by the Debtor Bank</b>		
3.1 Obligations to check	For each Collection presented, the Debtor Bank must debit the Debtor's account if the account status allows this. It may also choose to offer AOS to its Debtors, but it is not obliged to do so by the Scheme.	Due to the absence of the refund right and the potential large amounts involved, the Debtor Bank is obliged to obtain the confirmation from the Debtor on the B2B Mandate data received as part of the Collection presented, before debiting the Debtor's account.
3.2 Obligation to store instructions	The Debtor Bank may choose to offer AOS to its Debtors, but it is not obliged to do so by the Scheme.	In order to execute this checking, the Debtor Bank must store the Mandate data confirmed by the Debtor and the related instructions given by the Debtor, in order to use these data and the related instructions for the checking of each successive collection presented.
3.3 Need to inform the Debtor Bank on Mandate cancellations	No Scheme rule present	The cancellation of the Mandate is carried out between the Creditor and the Debtor. The Debtor Bank must include in the B2B conditions with its Business Customers the obligation for the Debtor to inform the Debtor Bank about the cancellation of a Mandate, so that the Debtor Bank can update its stored instructions for rejecting unauthorised collections.

<b>4. Access for Debtors to the Scheme</b>		
4.1 Payment Services Directive requirements	No Payment Services Directive issues as the Scheme provides a refund right for the Debtors	In order to have access to the Scheme, Business Customers in the role of a Debtor must be allowed by the applicable national law to opt out of the Refund right defined by law
4.2 Access for Debtors	The Scheme caters for both businesses and private individuals as potential users.	The Debtor should be a non-consumer and should be allowed by the applicable national law to opt out of the Refund right defined by law.
<b>5. Standards used</b>		
5.1 XML standards	<p>All datasets and attributes are identical, except:</p> <ul style="list-style-type: none"> <li>• The Scheme identification code (=Core)</li> <li>• References in the Rulebook to refunds.</li> </ul>	<p>All datasets and attributes are identical, except:</p> <ul style="list-style-type: none"> <li>• The Scheme identification code (=B2B)</li> <li>• Most of the references in the Rulebook to refunds are removed.</li> </ul>
5.2 References to PR, PT, DS and AT elements	The same element is identified with the same identification number as in the other Rulebook	The same element is identified with the same identification number as in the other Rulebook

## Annex VI – Inquiry Procedure For the Determination of Erroneous Scheme Transactions

### Introduction

This document describes an inter-bank “Inquiry Procedure” in the **B2B Scheme** that can be used by the Debtor Bank upon receipt of a refund Request by the Debtor. The procedure will require the Creditor Bank to support the Debtor Bank in the investigation of such refund request. If the Creditor Bank finds elements of proof that the refund request was the result of its own errors or those of its Creditor client, the Inquiry Procedure may lead to a reimbursement of the Debtor Bank by the Creditor Bank.

The Inquiry Procedure is not an ‘automatic’ refund procedure. The procedure does not guarantee that the inquiry procedure will be followed by a Settlement for the refund of the inquired Collection by the Creditor Bank.

The B2B SDD Scheme excludes the right of refund for authorised transactions. On the other hand unauthorised transactions should not occur, due to the requirement for the Debtor Bank to check the existence of a B2B mandate. It is therefore expected that the use of the Inquiry Procedure will be restricted to exceptional cases.

In case a dispute arises between the Creditor Bank and the Debtor Bank which cannot be solved bilaterally, Scheme Participants may escalate the case to the SMC.

### 1 Context

The B2B Scheme differs from the SEPA Core Direct Debit Scheme ("**Core Scheme**") by:

- (i) excluding the usage of the Scheme by consumers;
- (ii) **excluding the Debtor’s right of refund for authorised direct debit transactions and stating that refunds for unauthorised transactions fall outside the scope of the B2B Scheme;**
- (iii) obliging the Debtor Bank to check the status of the Debtor as a "consumer" or "non consumer" in accordance with criteria set out in the Payment Services Directive;
- (iv) requiring the Debtor Bank to check Mandate data against Collection data received before debiting the Debtor’s account;
- (v) requiring the Creditor Bank to submit the direct debit transactions within a D-1 timeframe (where D equals Due Date, as well as Settlement Date (in normal time frame) and Debit Date of the Debtor’s Account);
- (vi) and requiring the Debtor Bank to process direct debit Returns within a D+2 timeframe (where D equals Due Date, as well as Settlement Date (in normal time frame) and Debit Date of the Debtor’s Account).

In view of the above, the B2B Scheme introduces additional obligations for the Debtor Bank, which has to assume responsibility for checking the status of the Debtor as well as for checking the Mandate data against the Collection data received. These obligations are part of the B2B Scheme rules to which the Debtor Bank has to adhere.

On the Creditor side, the Creditor Bank adheres to the rules specified in the B2B Scheme and implements its own risk management checks to protect the Scheme.

Due to these rules, the B2B Scheme limits the risk for the Participants. Nevertheless, situations may occur where the Debtor Bank could be at risk during 13 months after the debit date when a Debtor disputes a Collection and asks the Debtor Bank for reimbursement of Collections according to articles 58, 59, 60 and 75 of the Payment Services Directive.

The purpose of this Annex is to describe these situations and to provide an “inquiry procedure” to the Participants. This procedure defines additional obligations for the Scheme Participants:

The Debtor Bank is free to initiate the Inquiry procedure for requesting information from the Creditor Bank.

The Creditor Bank must accept to execute the procedure under the Scheme rules, i.e. upon receipt of a request for information, the Creditor Bank is obliged to reply to the Debtor Bank

## **2 Description of the situations**

Notwithstanding the requirement of the Rulebook that Creditor Banks should apply the principle of 'know your customer', and notwithstanding the ability of Debtor Banks to take appropriate measures to avoid liability for refunds, it is possible that a Creditor initiates Collections under the B2B Scheme which are incorrect and may result from:

- Fraudulent actions by the Creditor or its employees,
- Erroneous behaviour by the Creditor or its employees,
- Material errors made by the Creditor or its employees,
- Any erroneous action by the Creditor or its employees

These actions result in the presentation of Collections which are not due by the Debtor and which should not have been presented to the Debtor Bank.

As long as the mandate is applicable, such a Collection can be considered as incorrectly executed.

### **2.1 Debtor's dispute due to an incorrectly executed transaction (article 75)**

When the Creditor Bank, resulting from an error made by the Creditor Bank or by the Creditor, puts in duplicate Collections for a single payment, the Debtor may obtain from the Debtor Bank a refund for the duplicate amount debited from his account. The Debtor Bank may not always be able to determine with certainty by its own means if transactions are duplicates. The Debtor Bank needs to be able to investigate on these transactions and to try to recover the amount of the duplicate transaction from the Creditor Bank. The Creditor Bank may under certain circumstances recover from the Creditor.

It seems to be impossible to provide an exhaustive definition of a duplicate Collection but the Debtor Bank could use the following as a guidance:

- When a transaction has the same Amount and the same Due Date as another transaction, it is **strongly presumed** to be a duplicate Collection.
- When a transaction has the same Amount as another transaction and Due Dates which are very close in time, there **could be a presumption** of duplicate Collections.

From a banking perspective, errors made by Creditors on the amount or on due date cannot result in incorrectly executed transactions by Debtor Banks because amount and due date are not part of the Mandate. Such transactions are authorised because they are executed based on a correct mandate. Therefore, they cannot be refunded in the B2B Scheme.

## 2.2 Debtor's dispute due to a fraudulent transaction

Neither the Creditor Bank, nor the Debtor Bank will be able to check before the execution that a transaction is fraudulent (in case of a valid mandate).

The Debtor may consider the transaction as fraudulent and therefore may claim a refund to the Debtor Bank.

The Debtor Bank needs to rely on an alert mechanism in case of suspicion of fraud. In that case, the Creditor Bank of a suspected fraudulent creditor needs to immediately investigate towards the Creditor.

In addition, the Creditor Bank should take care to avoid an excessive proportion of Rejects and Returns in respect of Collections in relation to a given Creditor.

## 3 Proposed procedure

Step 1 – Debtor Initiates a request for a refund to the Debtor Bank in case of a wrongly executed or fraudulent transaction

<b>Description</b>	This procedure applies for defective executed or fraudulent transactions notified by the Debtor to the Debtor Bank, based on the article 60 or 75 of the Payment Services Directive
<b>Starting day/time</b>	After the debit date
<b>Duration</b>	13 months after the debit date
<b>Information Input</b>	The details of the executed Collection and any supporting evidence for the claim.
<b>Information Output</b>	The claim with the supporting evidence.

## Step 2 – The Debtor Bank launches the inquiry procedure with the Creditor Bank

<b>Description</b>	<p>The Debtor Bank must examine the request received from the Debtor, and must decide to accept or to reject the request.</p> <p>When accepted, the Debtor Bank may contact the Creditor Bank to request information on the collection disputed by the Debtor</p> <p>The accepted technical channels for sending the request are the following:</p> <ol style="list-style-type: none"> <li>1. The suitable SWIFT message as the default option</li> <li>2. e-mail with formatted template</li> <li>3. Fax transmission with formatted template</li> <li>4. Any other means agreed between the Debtor bank and the Creditor Bank</li> </ol> <p>The Debtor Bank may always use the SWIFT message, or one of the channels indicated by the Creditor Bank in Reference and Routing Directories provided by CSMs or other providers of such routing information.</p>
<b>Starting day/time</b>	After Step 1
<b>Duration</b>	Maximum 4 Banking Business Days between receiving the request from the Debtor and sending the request to the Creditor Bank.
<b>Information Input</b>	The claim with the requested information related to the executed transaction
<b>Information output</b>	The claim as described in DS-08 when the SWIFT message is used and in DS-09 for the use of e-mail or fax.



### Step 3 – Creditor Bank investigates the request for information

<b>Description</b>	<p>The Creditor Bank receives the request message from the Debtor Bank.</p> <p>Depending on the situation, the Creditor Bank might be in a position to provide the requested information.</p> <p>The Creditor Bank must reply to the Debtor Bank.</p> <ul style="list-style-type: none"> <li>▪ Either the Creditor bank recognises that a reimbursement is justified. The Creditor Bank will agree bilaterally with the Debtor Bank how to settle the reimbursement This could be undertaken through a Reversal, a Return, a transfer of fund or any other solution.</li> <li>▪ Or the Creditor Bank provides information as requested by the Debtor Bank and forwards proof of the correct execution of the collection.</li> </ul> <p>In both cases, the Creditor Bank may decide to contact the Creditor before replying to the Debtor Bank.</p>
<b>Starting day/time</b>	After Step 2.
<b>Duration</b>	<p>Maximum 3 Banking Business Days if the Creditor Bank does not contact the Creditor</p> <p>Maximum 10 Banking Business Days if the Creditor Bank needs to contact the Creditor</p>
<b>Information Input</b>	The original request message from the Debtor Bank as described in DS-08 or in DS-09
<b>Information Output</b>	reimbursement or reply to the Debtor Bank by sending a message as described in DS-08 or in DS-09

### Step 4 – The Creditor investigates the request for information and provides a Response.

<b>Description</b>	<p>When requested by the Creditor Bank, the Creditor must investigate the request, and responds to the Creditor Bank with appropriate information.</p> <p>The answer must be sent to the Creditor Bank by using a technical channel agreed between the Creditor Bank and the Creditor. The answer must contain sufficient information to allow the Creditor Bank to respond to the Debtor Bank.</p> <p>The Creditor Bank must forward the answer received from the Creditor to the Debtor Bank, while using the channel indicated by the Debtor Bank in the request message.</p>
<b>Starting day/time</b>	After Step 3
<b>Duration</b>	Maximum 7 Banking Business Days
<b>Information Input</b>	The information request in a technical channel agreed with the Creditor Bank.
<b>Information Output</b>	The elements of proof of the correct execution

### Step 5 – Debtor Bank acknowledges the reply

<b>Description</b>	<p>After the receipt of the answer from the Creditor Bank, the Debtor Bank may receive from the Creditor Bank a notification of the proposed way to settle a reimbursement or a reply with information proving that the transaction was correctly executed.</p> <p>The Debtor Bank may contact the SMC:</p> <ul style="list-style-type: none"> <li>- If the Creditor Bank has not replied within 20 Banking Business Days following the request</li> <li>- Or if the reply is not satisfying the Debtor Bank and bilateral discussion has not achieved a result acceptable to both parties.</li> </ul>
<b>Starting day/time</b>	After Step 4.
<b>Duration</b>	20 Banking Business Days after the request (Step 1)
<b>Information Input</b>	The initial claim, the response with supporting information received from the Creditor and/or the Creditor Bank.

### Step 6 – Creditor Handles the dispute on a refund for a defective executed Transaction

<b>Description</b>	If the Creditor does not agree with the refund claimed by the Debtor, he may have to contact the Debtor to handle the claim, outside the Scheme.
<b>Starting day/time</b>	After Step 4
<b>Duration</b>	Out of scope of the scheme
<b>Information Input</b>	The original request message from the Debtor Bank as described in DS-08 or in DS-09.

## **ANNEX VII – e-Mandates**

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## 0 INTRODUCTION

The Scheme has been designed to be capable of evolution to permit the development of features to satisfy future needs. Work has been undertaken to add mandates created through the use of electronic channels (called 'e-Mandates') to the Scheme. Non-electronic SEPA Direct Debit mandates issued under the rules of the Scheme are referred to in this Annex as 'paper mandates'.

The description of the e-Mandate feature is contained in the following documents:

- This Annex of the Scheme Rulebook, containing the service description of an e-Mandate solution.
- The appropriate ISO 20022 XML message standards for e-Mandate messages defined as a separate document [14].
- The description of the Inter-bank transport layer standards to cover rules for issues such as guaranteed delivery, authentication, data integrity, etc., called the EPC e-Operating Model.

There is a need for EPC-approved Certification Authorities for the routing services and validation services and work on this is underway.

This Annex does not include rules regarding the non-payment-business aspects of e-Mandates, such as:

1. a governance model and the roles/responsibilities of the service providers
2. adherence and acceptance of service providers
3. contractual relations between the service providers and the contracting banks.

## **1. VISION AND OBJECTIVES**

### **1.3 Definition and Objectives**

The e-Mandate process is an optional feature complementing the Scheme. This process will allow Debtors and Creditors to agree on mandates in a fully electronic way. If an e-Mandate process is offered then each of the process of issuing, amendment and cancellation of e-Mandates must be possible in an electronic way and cannot be offered separately. In addition, the Debtor Bank has an important role in the authentication of (i.e. checking the due authority of the person claiming to be) the Debtor ("validation"). This will allow the complete avoidance of paper administration in the mandate flow, while the collection process stays the same as in the existing Scheme. The Scheme provides the possibility of using a paper document as the support for making a SDD Mandate agreement between a Debtor and a Creditor. This is the traditional way of making agreements, with the overall accepted handwritten signature as a way to confirm the Debtor's agreement with the mandate content. The more and more widespread use of electronic channels creates an environment where Creditors are requesting the use of such channels for the issuing of SDD mandates as a part of e-business, and where Debtors are willing to use such channels for signing SDD mandates. One advantage to the Creditor of receiving an e-Mandate is that it saves the work of dematerialisation and storing of a paper document.

### **1.7 The Business Benefits of the Scheme**

#### **1.7.1 Advantages for and Expectations of Creditors**

The inclusion of the new possibility for creation of e-Mandates brings new advantages to the Creditors:

- a. The solution allows fully automated end to end processing of e-Mandates, for issuing, amendment and cancellation of such mandates.
- b. The e-Mandate is given in a secure way
- c. The confirmation of the Debtor's right to access the account specified by him
- d. The use of a standardised practice for issuing, amendment and cancellation of e-Mandates without facing local technical or organisational barriers
- e. Allow automatic storage and retrieval of e-Mandate data.

#### **1.7.2 Advantages for and Expectations of Debtors**

The inclusion of the new possibility for creation of e-Mandates brings new advantages to the Debtors:

- a. The Debtor avoids the inconvenience of printing, signing and mailing a paper form to the Creditor by using a full electronic process
- b. The e-Mandate facility is based on secure, widely used Online Banking services of the Debtor Bank.

- c. The Debtor can re-use his user experience of his Online Banking service or other electronic access channels of his Bank. No additional means are necessary.

### **1.7.3 Advantages for and Expectations of Participants**

The inclusion of the new possibility for creation of e-Mandates brings new advantages to the Participants:

- a. Debtor Banks can leverage investments already made in Online Banking infrastructure with limited adaptations
- b. Debtor Banks can offer additional services to their customers in the area of e-Mandate management based on the e-Mandate related information received in an electronic way through the requested validation service
- c. Debtor Banks and Creditor Banks can increase the commercial attractiveness of the Scheme
- d. Creditor Banks can offer additional services to their customers in the area of e-Mandate management



## **2. SCOPE OF THE SCHEME**

### **2.2 Changes in the Nature of the Scheme**

The inclusion of e-Mandates in the Scheme allows Creditors and Debtors on an optional basis to fully eliminate the paper handling of mandates. This applies to the issuing, amendment and cancellation process and for the storage obligations of the Creditor afterwards.

### **2.7 Reachability**

The process for issuing, amendment and cancellation of e-Mandates is optional for banks being a Participant in the Scheme in the role of Debtor Bank. These Participants may choose to act as Debtor Bank, as Creditor Bank, or in both roles, for offering the e-Mandate related services. Creditors are free to use this process, when offered by the Creditor Bank. Debtors are free to use this process, when offered by the Debtor Bank and by the Creditor involved in the e-Mandate to be issued.

### **3. ROLES OF THE SCHEME ACTORS**

#### **3.1 The Actors in the Scheme**

The actors are the same as in the Scheme. The operation of the Scheme involves new parties indirectly:

- Providers of routing services: Providers offer this service, in agreement with and on behalf of Creditor Banks. The service gives Creditors access to validation services made available by Debtor Banks in respect of Debtors initiating e-Mandates through the electronic channels of Creditors. Creditor Banks may provide these routing services themselves.
- Providers of validation services: Providers offer this service in agreement with and on behalf of Debtor Banks for validation of Debtors initiating e-Mandate proposals through the electronic channels of Creditors and the routing services offered by Creditor Banks. Debtor Banks may provide these Debtor validation services themselves.

#### **3.2 The Four Corner Model**

The four corner model described in the Scheme Rulebook is completed with new parties - the providers of routing services and/or validation services. The lines identified by numbers refer to the relations already part of the four corner model as described in the SDD Rulebook.

These new parties will be bound by a number of new specific relationships:

- i) As applicable, between a Creditor Bank not offering the routing service on its own and any Routing Service Provider (A). The new service providers only have a contractual relation with the contracting/instructing bank. Provisions for these relationships are not governed by the Scheme.
- ii) As applicable, between a Debtor Bank not offering the validation service on its own and any Validation Service Provider (B). The new service providers only have a contractual relation with the contracting/instructing bank. Provisions for these relationships are not governed by the Scheme.

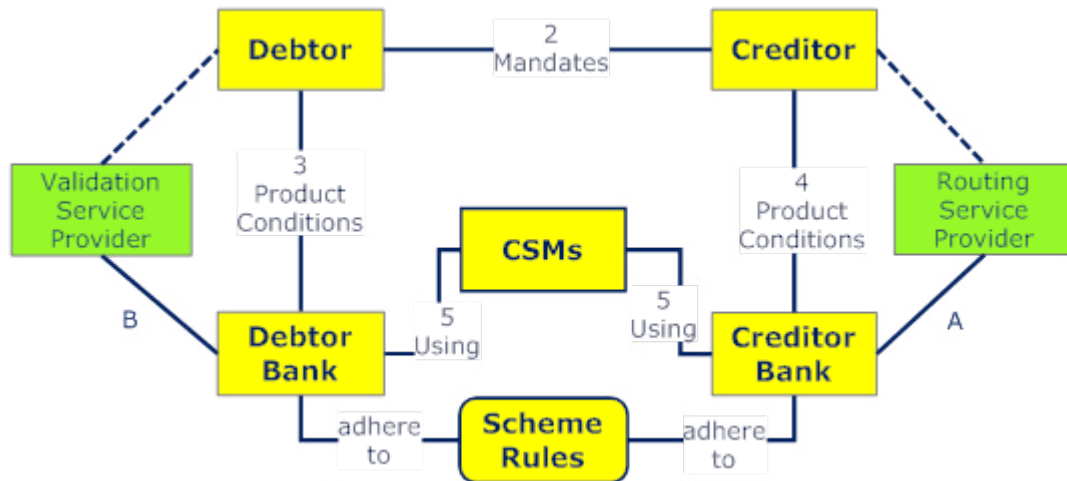


FIGURE 1: FOUR CORNER MODEL: THE ACTORS AND THE NEW PARTIES, THE SERVICE PROVIDERS

This implies that the potential damages resulting from errors in the service delivery by such a Service Provider is a risk for the Creditor Bank (in the case of the routing service) or the Debtor Bank (in the case of the validation service). It means that the Bank having such a contractual relation with a service provider, may have a claim on the service provider, but this is out of scope of the scheme.

## 4. BUSINESS AND OPERATIONAL RULES

### 4.1.1. The Mandate

This section completely overrules Section 4.1 of the Scheme Rulebook in cases where e-Mandates are used.

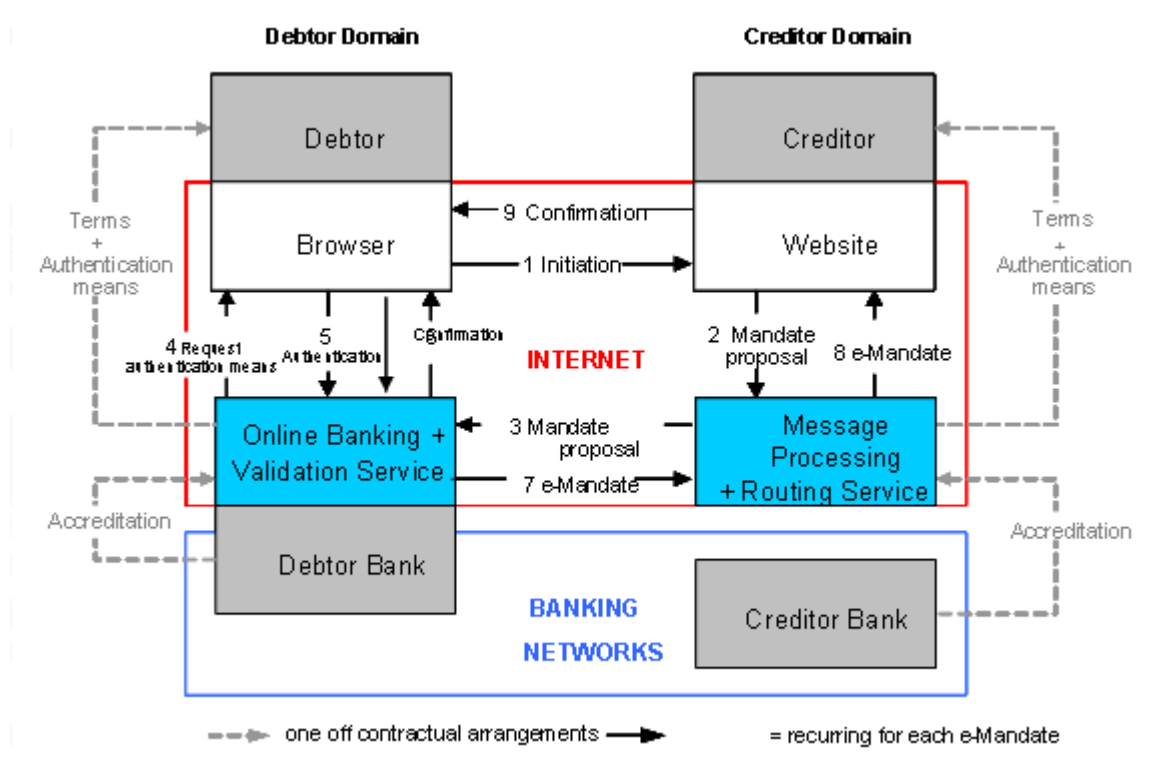


Figure 2: Operational model – e-Mandate process

The Mandate is the expression of consent and authorisation given by the Debtor to the Creditor to allow such Creditor to initiate Collections for debiting the specified Debtor's account and to allow the Debtor Bank to comply with such instructions in accordance with the Rulebook. An e-Mandate is an electronic document which is created and signed in a secure electronic manner.

This section only describes the normal process flow; deviations from the normal flow for any reason are described in sections 4.6.7 to 4.6.9 of this Annex. Complementary rules for amendment and cancellation are described in section 4.1.2 of this Annex.

For issuing an e-Mandate, the Debtor must use (1) an electronic channel offered by the Creditor for the completion of an e-Mandate proposal by entering the e-Mandate data elements required.

After approving the e-Mandate proposal, the Creditor submits (2) the e-Mandate proposal through a routing service to the validation service (3) of the Debtor Bank. The validation relates to the correct use of the Debtor's authentication means and the access right of the legitimate owner of the authentication means to the account specified. Debtor Banks can also use the validation step to collect the checking instructions from the Debtor by suggesting possible Debtor Bank terms. This could be considered to satisfy the requirement specified in section 4.1 of the B2B SDD Rulebook.

When the Debtor (according to the agreement between the Debtor and the Debtor Bank) needs to be represented by more than one physical person<sup>1</sup> in relation to the Debtor Bank, the validation service refers to the validation of the correct use of the appropriate authentication means of each person in possession of a form of authorisation (such as a power of attorney) from the Debtor to sign the Mandate on his behalf together with the other authorised person(s). The Scheme allows an open window to collect all authorizations. Time parameters are specified in the E-Operating Model Detailed Specifications [18]. The Rulebook refers to 'the Debtor' even when multiple authorised persons are required.

After this stage, the Debtor and the Creditor are not allowed (2) to change the data of the e-Mandate proposal. If late changes are necessary, an amendment of the e-Mandate must be initiated by the Debtor.

The routing service is supplied to the Creditor by the Creditor Bank or by one or more routing service provider(s) acting on behalf of the Creditor Bank. The Creditor and the Creditor Bank should have an agreement on the conditions for use of routing service(s).

The mandate proposal of the Debtor is routed directly by the routing service from the Web Site of the Creditor to the validation service (3) window offered by the selected Debtor Bank to the Debtor (4). The Debtor Bank offers the validation service for e-Mandates itself or through a validation service provider acting on behalf of the Debtor Bank.

The Debtor must be the account holder, or a person in possession of a form of authorisation (such as a power of attorney) completed by the necessary technical means, to be authorised to give consent as a Debtor to debiting the account identified through the means of an e-Mandate. The term 'means' is used here in line with the term 'Payment Instrument' used in the Directive 2007/64/EC for Payments Services in article 4 23. The Debtor must identify and authenticate (5) himself according to the instructions received from the Debtor Bank. The Debtor Bank defines and provides the authentication means to be used by the Debtors. This authentication process must be technically compatible with the EPC e-Operating Model for e-Mandates [13]. The Debtor Bank and the Debtor should have an agreement on the conditions for use of the means for authentication.

After successful validation of the authentication means and the account access right, the Debtor Bank confirms (6) this result to the Debtor and to the Creditor. The mandate proposal of the Debtor is routed back directly (8) to the Web Site of the Creditor through the intermediary of the initial routing service (7).

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<sup>1</sup> Reference to person(s) in section 4 are to the physical person(s) representing the Debtor

The validation process (6) of the Debtor Bank constitutes an E-Mandate according to the following process steps, which are described in more detail in the E-Operating Model:

1. The Debtor enters the authentication credentials agreed with the Debtor Bank. The authentication credentials may be composed of personalised device(s) and/or a set of procedures, including its personalized security features.
2. The Validation Service verifies the correctness of the authentication credentials provided and logs the event to an audit trail.
3. Depending on the results of the verification of the authentication credentials:
  - a. If the authentication credentials provided are correct and valid, the Validation Service presents an authorization form that must include all data fields of the E-Mandate and advances the transaction state to “Waiting for authorization”
  - b. If the authentication can not be correctly verified, an error message must be presented and the transaction must be aborted with no further processing.
4. The Debtor is asked to verify all the data fields of the e-mandate (e.g., the accuracy of the Creditor’s name and address, the Debtor’s account identifier, etc.) along with the mandatory national legal wording and then proceeds with the authorization. The authorization is defined as the set of procedures agreed between the Debtor and the Debtor Bank to assure the clear consent of the Debtor for the issuing, amendment or cancellation of an e-Mandate. The Debtor must choose one of the accounts for which he is the holder and has direct debits rights.
5. 5a) The Validation Service verifies the authorization  
 5b) The Validation Service performs an electronic signature of the XML e-Mandate data using the e-Operating Model X.509 signing certificate issued by an approved EPC Certification Authority.
6. The Validation Service presents a confirmation message to the Debtor along with the e-Mandate data and a link to the Creditor website.
7. In the multiple authorization option there are two possibilities:
  - The necessary personnel to give authorization are all present and will give their authorization in the same session. This means that step 4 and 5 will have to be repeated until all of the necessary authorizations have been collected.
  - The necessary personnel to give authorization are not able to give their authorization in the same session. This means that step 4 and 5a will have to be repeated until the necessary authorizations are collected. In this case there are some extra steps in the process required. Before continuing with step 5b, the Validation Service will have to give the Validation Service e-Mandate Proposal Reference Number to the Debtor along with the e-Mandate data and a link to the Creditor Website. The Creditor will receive the Validation Service e-Mandate Proposal Reference Number and it will pass this to the Debtor. This Validation Service e-Mandate Proposal Reference Number will give the Debtor the possibility to initiate / continue the session on the validation service at a later time until the necessary missing authorization is given. The operational model can continue from step 5b onwards, when all the authorizations necessary for authentication have been provided. For the repeated process steps 4 and 5a there is a limiting time period which is defined in the Detailed Specifications of the E-Operating Model.

The Debtor is not allowed to make any further changes to his acceptance of the e-Mandate proposal as the validation service executed by the Debtor Bank refers to the e-Mandate proposal as presented in step (4). If from this point onwards changes are necessary, an amendment of the e-Mandate must be initiated by the Debtor. The Creditor acknowledges receipt of the validation and the e-Mandate and confirms this to the Debtor (9). In the case of multiple authorizations the Debtor not allowed to make any further changes to the e-Mandate proposal after the first authorization has been given in step 4.

The channels accepted are determined by the Creditor and can include the following:

- The Creditor gives access to its Web Site and/or a Web Site hosting the Creditor.
- Any other equivalent electronic channel offering a security level considered sufficient by the Creditor Bank and accepted in the EPC e-Operating Model for e-Mandates (reference [13]).

The connection of the e-Mandate completion on the Creditor's Web-site to the validation service offered by the Debtor Bank can be realised in real-time, including all the steps mentioned above. The whole end-to-end process from (1) to (9) inclusive should be organised in such a way that the Debtor can be guided through the successive steps without unacceptable waiting times between the steps, unless the Debtor needs multiple authentications and the required physical persons are not present. In this case, the Debtor is invited to complete the e-Mandate proposal by giving the necessary authorizations in the time window which is defined in the Detailed Specifications of the E-Operating Model and which is communicated by the Creditor to the Debtor.

The e-Mandate electronic data must be stored intact by the Creditor as long as the e-Mandate exists, according to national legal requirements. After cancellation, the e-Mandate data must be stored by the Creditor according to the applicable national legal requirements and for a minimum period as long as the Refund period for an Unauthorised Transaction.

The e-Mandate electronic data must be stored intact by the Creditor as long as the e-Mandate exists, according to national legal requirements. After cancellation, the e-Mandate data must be stored by the Creditor according to the applicable national legal requirements for a minimum period as long as the Refund period for an Unauthorised Transaction.

The Debtor validation related electronic data (see detailed list of these data in section 4.6.7 PT-07.04) must be stored intact by the Debtor Bank as long as the e-Mandate exists, according to national legal requirements. After cancellation, the validation related data must be stored by the Debtor Bank according to the applicable national legal requirements for a minimum period as long as the Refund period for an Unauthorised Transaction.

After the acceptance of the e-Mandate, the Creditor must forward to the Creditor Bank (1) the Mandate-related data, as part of each one-off or recurrent SEPA Direct Debit Collection. The Mandate-related data must be transmitted (2, 3) by the Creditor Bank to the Debtor Bank in electronic form as part of each Collection in one single flow, using a selected CSM.

The Debtor Bank may choose to offer AOS to the Debtor based on the Mandate content received on request at the validation phase. The Creditor Bank may also choose to offer AOS to the Creditor based on the Mandate content.

#### **4.1.2 Mandate amendments and Mandate cancellations through electronic channels offered by the Creditor**

Creditors, who offer the issuing of e-Mandates, must also offer the possibility of amending and cancelling e-Mandates.

An amendment by the Debtor of an e-Mandate may be executed only by using an electronic channel offered by the Creditor, except when the electronic channel and/or the authentication means are not be available any more. Mixing paper channels and electronic channels in the life cycle of a Mandate would create a major problem due to the differences in the liability of the Debtor Bank resulting from the validation service executed. Therefore no Debtor Bank offering e-Mandate validation is obliged to support amending or cancelling of paper-based mandates through an electronic channel (see PT-04.21 and PT-04.22).

An amendment by the Creditor of an e-Mandate is a matter between the Creditor and the Debtor and the process is out of scope of this Rulebook.

A cancellation by the Debtor of an e-Mandate should be executed by preference through an electronic channel offered by the Creditor, but cancellation through any other channel is allowed, as the rights of the Debtor to cancel a Mandate should not be limited by the availability of a specific channel and the necessary validation service needed for cancelling the e-Mandate through an electronic channel. The Debtor Bank should request the Debtor to inform his bank if he cancelled the mandate through means other than the electronic channel in order to avoid refund requests.

A cancellation by the Creditor of an e-Mandate is a matter between the Creditor and the Debtor and the process is out of scope of this Rulebook.

The use of the electronic channels, offered by the Creditor for issuing, amendment and cancellation of e-Mandates, is allowed by the Scheme for amendment or cancellation of existing paper mandates. It is a decision of the Creditor to offer this service as an optional or as a mandatory channel for making mandate amendments and/or cancellations for existing mandates by all or some of the Debtors. Debtors are free to use this service for amendment or cancellation of Mandates when offered by the Creditor.

## **4.2 Collections**

Compared with the rules for the Scheme under paper Mandates, the rules do not differ for Collections under e-Mandates (as described in sections 4.2 and 4.4, of the Rulebook):

## **4.3 Time-lines for Collections**

The time-lines of the Scheme Collection process are maintained.



## 4.5 Process Descriptions

The following processes are amended or added to the Scheme when e-Mandates are used:

<b>PR-02 (amended)</b>	Amendment of the Mandate
<b>PR-03 (amended)</b>	Cancellation of the Mandate
<b>PR-04 (amended)</b>	Collection of the Direct Debit Collection (covering both correct transactions and R-transactions arising from the processing of a Collection)
<b>PR-06 (amended)</b>	Obtain a copy of an e-Mandate
<b>PR-07 (new)</b>	Issuing of the e-Mandate
<b>PR-08 (new)</b>	Amendment of the e-Mandate
<b>PR-09 (new)</b>	Cancellation of the e-Mandate

### 4.5.2 Amendment of a Paper Mandate (PR-02)

Paper Mandates may be amended by the Debtor according to the rules of the Scheme Rulebook, or through an optional electronic channel offered by the Creditor in combination with a validation service offered by the Debtor Bank as described in this Rulebook. In the case of the use of an electronic channel, the process steps are the same as for the amendment of an e-Mandate (PR-08).

The paper-based Mandate still remains in force as a paper Mandate (and the provisions of Annex VII do not apply) when mandate elements have been amended electronically. A Debtor Bank offering e-Mandate validation is not obliged to support the amendment of paper-based Mandates electronically.

### 4.5.3 Cancellation of a paper Mandate (PR-03)

Paper Mandates may be cancelled by the Debtor according to the rules of the Scheme Rulebook, or through an optional electronic channel offered by the Creditor in combination with a validation service offered by the Debtor Bank as described in this Rulebook. In case of use of an electronic channel, the process steps are the same as for the cancellation of an e-Mandate (PR-09).

A Debtor Bank offering e-Mandate validation is not obliged to support the cancellation of paper-based Mandates electronically. The Debtor Bank should request the Debtor to inform his bank if he cancelled the Mandate through means other than the electronic channel in order to avoid refund requests.

#### **4.5.4 Collection of the Direct Debit Transaction (PR-04)**

All the process steps remain unchanged, on the basis that all references to Mandates should be understood as references to e-Mandates.

#### **4.5.7 Issuing of an e-Mandate (PR-07)**

The process for issuing an e-Mandate is handled between the Creditor, the Debtor, the Debtor Bank (with the validation service provider, if applicable) and the Creditor Bank (with the routing service provider, if applicable). This process is optional for all Actors involved in the issuing of e-Mandates.

- |                    |  |
|--------------------|--|
| <b>PT-07.01</b>    | The Debtor uses an electronic channel made available by the Creditor for the completion of an e-Mandate proposal.  |
| <b>PT-07.02</b>    | After acceptance by the Creditor of the content of the proposal made by the Debtor, the Creditor submits the e-Mandate through a routing service to the Debtor Bank.   |
| <b>PT-07.03</b>    | The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate proposal.   |
| <b>PT-07.03bis</b> | Multiple authentications necessary for authorization of the e-Mandate proposal   |
| <b>PT-07.04</b>    | The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor. |
| <b>PT-07.05</b>    | The Creditor acknowledges receipt of the e-Mandate and sends the information on the e-Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the Scheme Rulebook).           |
| <b>PT-07.06</b>    | After PT-07.04 or after PT-07.05, the Debtor Bank may (optionally) use this information for offering AOS to the Debtor.  |

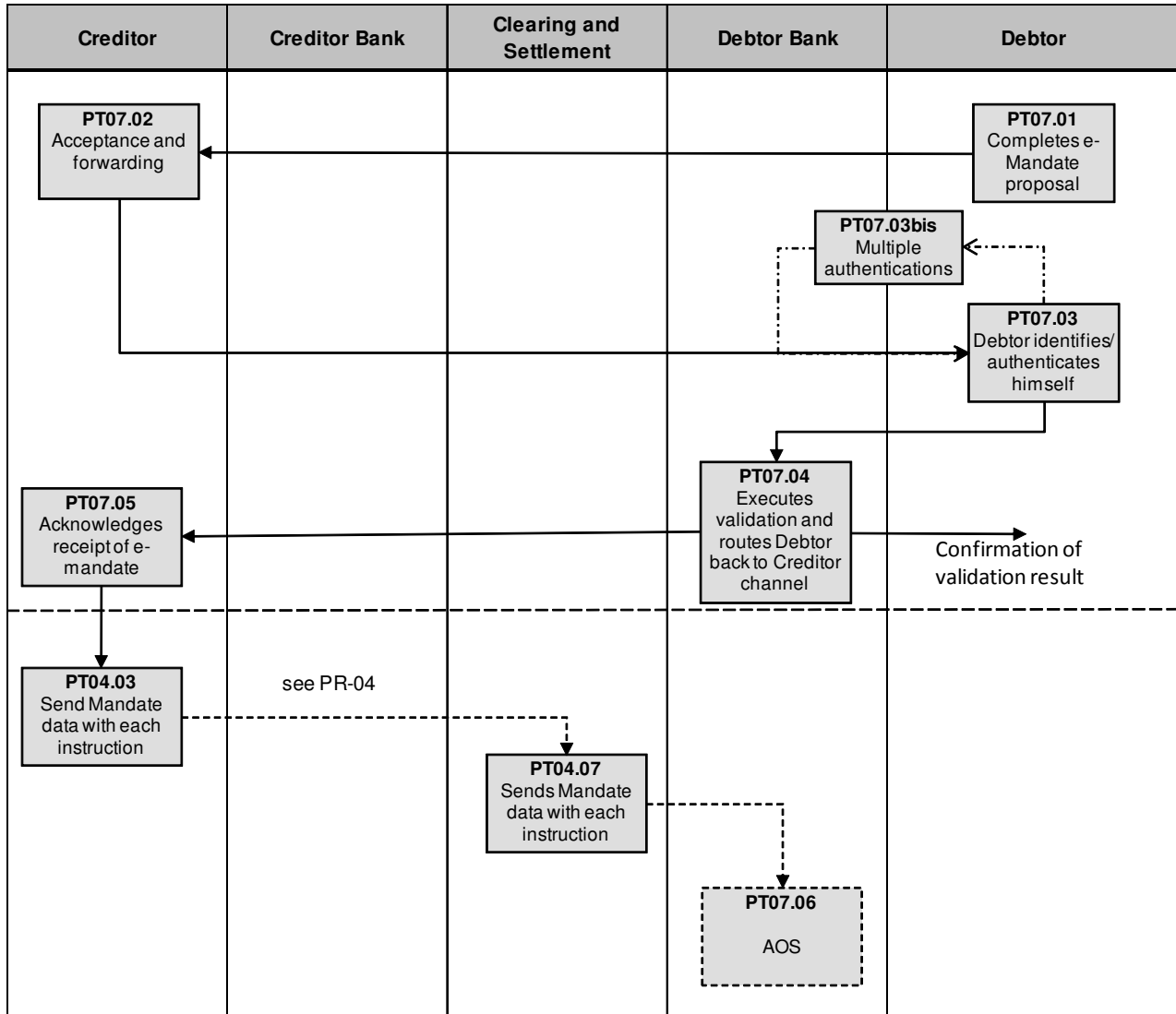


Figure 3: PR07 – ISSUING THE E-MANDATE

#### 4.5.8 Amendment of an e-Mandate (PR-08)

If the Debtor wants to replace the account to be debited under an existing e-Mandate with an account held by another bank, he must cancel the e-Mandate in the existing Debtor Bank, and issue a new Mandate in the new Debtor Bank. This issuing process must identify the Mandate to the Creditor as a Mandate moved from the former Debtor Bank to another Debtor Bank. The Debtor can issue this Mandate according to the rules of the Scheme Rulebook as a paper or an e-Mandate, using one of the channels offered by the Creditor.

If the Debtor wants to replace the account to be debited under an existing e-Mandate with another account held in the same Debtor Bank, he must initiate an amendment of the e-Mandate through an electronic channel offered by the Creditor.

When the Creditor wants to amend the e-Mandate, the amendment must be handled between the Creditor and the Debtor. This process is out of scope of this Rulebook.

Paper Mandates may also be amended by the Debtor through an optional electronic channel offered by the Creditor in combination with a validation service offered by the Debtor Bank as described herein.

- PT-08.01**      The Debtor uses an electronic channel made available by the Creditor for the completion of the proposal for the Mandate amendment.
  
- PT-08.02**      After acceptance by the Creditor of the content of the amendment proposal made by the Debtor, the Creditor submits the e-Mandate amendment through a routing service to the Debtor Bank.
  
- PT-08.03**      The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate amendment request.
  
- PT-08.03bis**   Multiple authentications needed for authorization of the e-Mandate amendment request.
  
- PT-08.04**      The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.
  
- PT-08.05**      The Creditor acknowledges receipt of the e-Mandate amendment and sends the information on the e-Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the SDD Rulebook).
  
- PT-08.06**      After PT-08.04 or after PT-08.05, the Debtor Bank may (optionally) use this information for offering AOS to the Debtor (while respecting the normal time-cycle for recurrent Collections).

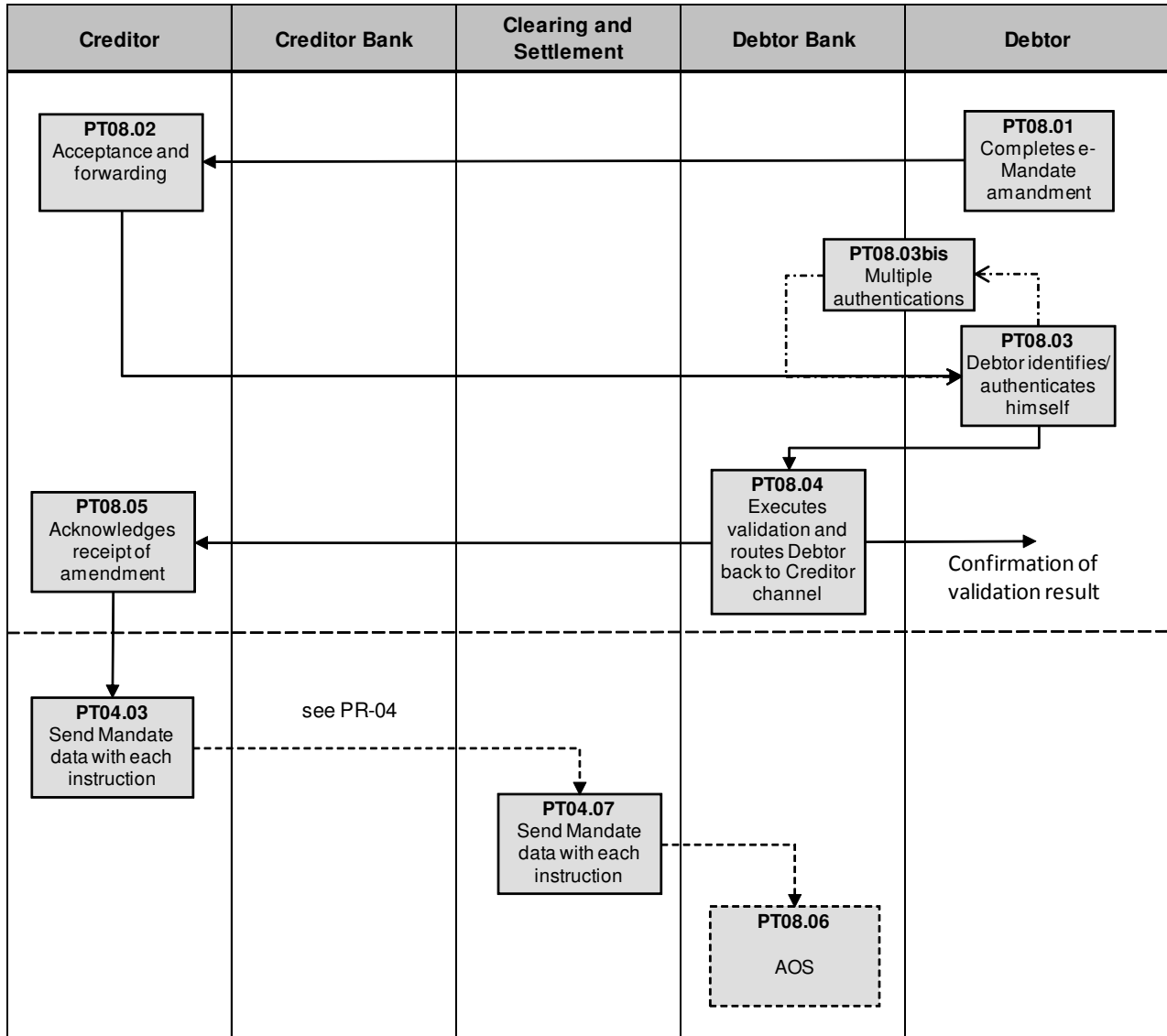


Figure 4: PR08 – AMENDMENT OF THE E-MANDATE

#### **4.5.9 Cancellation of the e-Mandate (PR-09)**

The use of an electronic process by the Debtors for cancellation of an e-Mandate is recommended. The Creditor may also accept the cancellation of an e-Mandate by the Debtor through a process in accordance with the Scheme rulebook.

- PT-09.01** The Debtor may use an electronic channel made available by the Creditor for the completion of the Mandate cancellation.
- PT-09.02** After acceptance by the Creditor of the content of the Debtor's cancellation made through an electronic channel, the Creditor may submit the e-Mandate cancellation through a routing service to the Debtor Bank.
- PT-09.03** The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate cancellation request.
- PT-09.03bis** Multiple authentications necessary for authorization of the e-Mandate cancellation request
- PT-09.04** The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.
- PT-09.05** The Creditor acknowledges receipt of the e-Mandate cancellation and sends the information on the e-Mandate cancellation to the Creditor Bank, as part of the last Collection if a Collection is still to be made after the cancellation, as described in PT-04.03 (see section 4.5.4 of the SDD Rulebook).
- PT-09.06** After PT-09.04 or after PT-09.05, the Debtor Bank may (optionally) use this information for offering AOS to the Debtor.

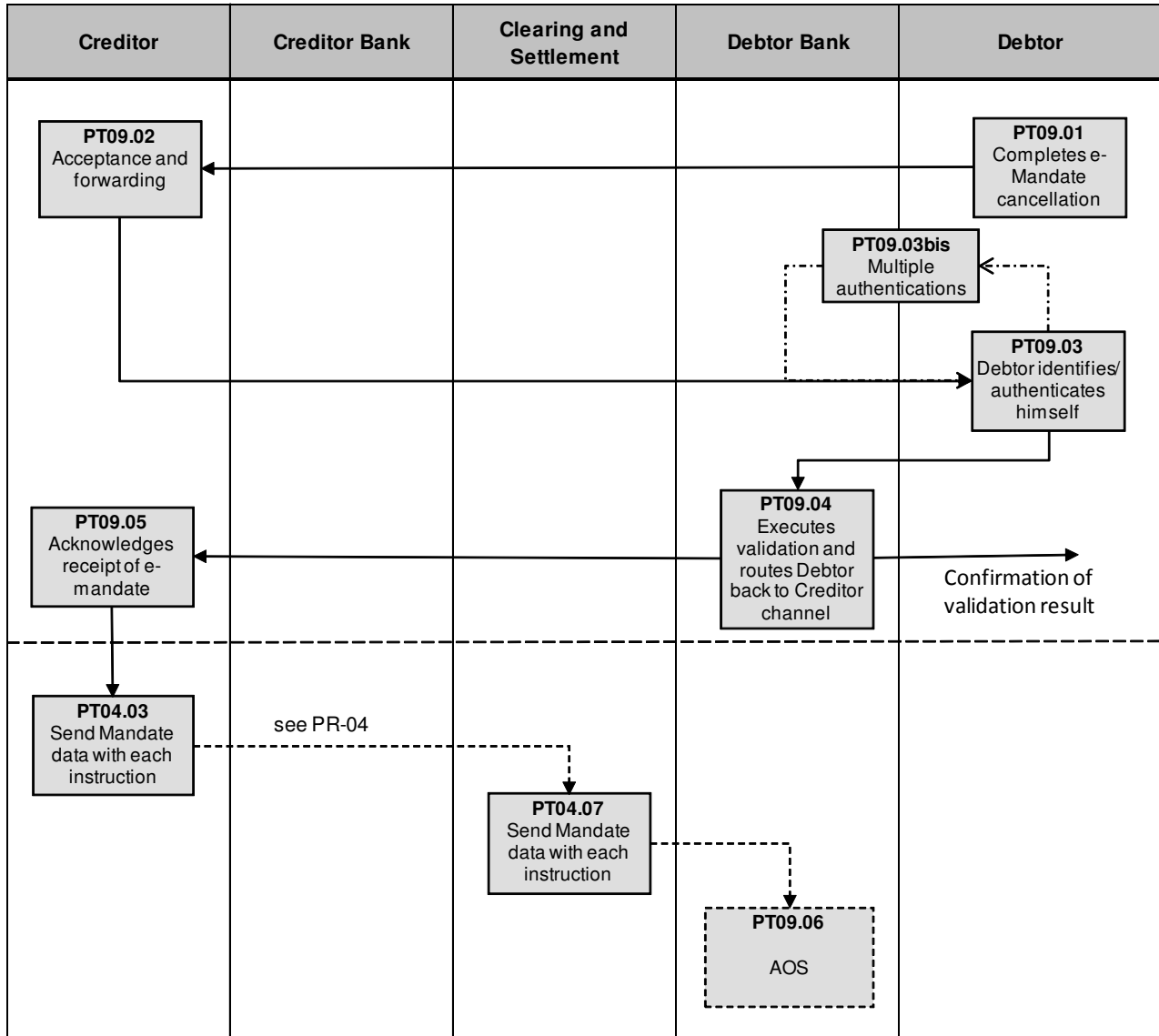


Figure 5: PR09 – CANCELLATION OF THE E-MANDATE

## 4.6. Description of the Process Steps

### 4.6.6. Obtain a copy of a Mandate (PR-06)

PT-06.01 – Debtor Bank sends a request to the Creditor Bank to obtain a copy of the e-Mandate data and any associated amendments

<b>Description</b>	<p>The Debtor Bank sends a request to the Creditor Bank to obtain from the Creditor a copy of the e- Mandate data and of relevant associated amendments.</p> <p>The accepted technical channels for sending the request are the following :</p> <ol style="list-style-type: none"> <li>1. The suitable SWIFT message as the default option</li> <li>2. E-mail with formatted template</li> <li>3. Fax transmission with formatted template</li> <li>4. Any other means agreed between both parties, the Debtor Bank and the Creditor Bank</li> </ol> <p>The Debtor Bank may always use the SWIFT message, or one of the channels indicated by the Creditor Bank in Reference and Routing Directories provided by CSMs or other providers of such routing information.</p>
<b>Starting day/time</b>	At any moment, when a Debtor and/or a Debtor Bank identify the need to receive a copy of an e-Mandate
<b>Duration</b>	No limit for the Scheme
<b>Information Input</b>	<p>The request as described:</p> <p>For the SWIFT message: in DS-10</p> <p>For the e-mail and for the fax: in DS-11</p>

PT-06.02 – Creditor Bank forwards the request to the Creditor

<b>Description</b>	The Creditor Bank receives the request for the e-Mandate data and forwards it to the Creditor.
<b>Starting day/time</b>	After the previous step.
<b>Duration</b>	Maximum 3 Banking Business Days
<b>Information Input</b>	The original request message from the Debtor Bank as described in DS-10 or in DS-11.
<b>Information Output</b>	The request message in any format agreed between the Creditor Bank and the Creditor.



**PT-06.03 – Creditor provides the copy of the requested e-Mandate data to the Creditor Bank**

<b>Description</b>	<p>The Creditor provides a copy of the requested e-Mandate data, and takes one of the following actions:</p> <ol style="list-style-type: none"> <li>1. Send a copy of the requested e- Mandate</li> <li>2. Indicate why a copy cannot be provided.</li> </ol> <p>The response must be sent to the Creditor Bank by using a technical channel agreed between the Creditor Bank and the Creditor.</p> <p>The Creditor Bank must forward the response received from the Creditor to the Debtor Bank, while using the channel indicated by the Debtor Bank in the request message.</p>
<b>Starting day/time</b>	On receipt of the request.
<b>Duration</b>	Maximum 7 Banking Business Days
<b>Information Input</b>	The request in a technical channel agreed with the Creditor Bank.
<b>Information Output</b>	<p>Either the copy of the requested e-Mandate,</p> <p>Or the response request message explaining why the request cannot be satisfied as described in DS-10 (while using the SWIFT message), or in DS-11 (while using email or fax).</p>

**PT-06.04 – Creditor Bank sends the copy of the requested e-Mandate data to the Debtor Bank**

<b>Description</b>	After the receipt of the response from the Creditor, the Debtor Bank may use the e-Mandate copy for the intended use.
<b>Starting day/time</b>	After the receipt of the response to the request for a copy of an e-Mandate
<b>Information Input</b>	The response containing the copy of the e-Mandate or other supporting information received from the Creditor.
<b>Information Output</b>	The request message in any format accepted by the Debtor Bank.

#### 4.6.7 Issuing the e-Mandate (PR-07)

PT-07.01 – The Debtor uses an electronic channel made available by of the Creditor for the completion of an e-Mandate proposal.

**Description** The initiative to issue an e-Mandate may be taken either by the Creditor or by the Debtor. The Debtor may decide to use this service for issuing an e-Mandate, when the service is offered by the Creditor and by the Debtor Bank.

The Creditor offering the e-Mandate service must make clear instructions available to Debtors for the use of the electronic channels for the issuing, amendment and cancellation of an e-Mandate. The Creditor must ensure that this e-Mandate submission process contains the mandatory legal wording and that the mandatory set of information is completed by the Debtor in line with the rules underneath.

A Debtor Bank offering the e-Mandate service to its Debtors must make clear instructions available to the Debtors for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The Debtor must complete the mandatory information on the e-Mandate template presented by the Creditor through an electronic channel. The template must reproduce the mandatory legal wording as defined in the Scheme Rulebook in section 4.7.2 DS-01 (Figure 12, paragraph 1) - The Mandate. The Creditor must complete the template presented to the Debtor with the data already available/known to the Creditor.

If the Creditor does not need to use the attributes “AT-38 The name of the Creditor reference party”, “AT-39 The identification code of the Creditor Reference party”, “AT-15 The name of the Debtor Reference party” and “AT-37 The identification code of the Debtor Reference Party”, he does not need to present these attributes in the template based on DS-01.

The following data must be completed by the different parties in the e-Mandate template based on the layout presented in DS-01:

a. By the Creditor:

- 20 The identification code of the SEPA Business to Business Direct Debit Scheme, represented by the wording ‘SEPA Business to Business Direct Debit Mandate’
- 01 The unique Mandate reference
- 02 The identifier of the Creditor
- 03 The name of the Creditor
- 05 The address of the Creditor
- 38 The name of the Creditor reference party (optional)
- 39 The identification code of the Creditor Reference party (optional)

b. By the Debtor:

- 14 The name of the Debtor
- 09 The address of the Debtor
- 27 Debtor identification code (optional)
- 15 The name of the Debtor Reference party (optional)
- 37 The identification code of the Debtor Reference Party (optional)
- 13 The BIC code of the Debtor Bank (see remark underneath)
- 24 The reason for 'Amendment/Replacement of the account in another Bank' of the Mandate (in the case that the issuing of the e-Mandate results from a Debtor moving the account to be debited for an existing Mandate to another Debtor Bank)
- The box at the bottom of the illustration in figure 12 in the same section for placing the signature(s), must be replaced by a box where the Debtor is invited to confirm that he agrees with the proposal (in PT-07.03)
- It should also be mentioned that, after the Debtor having ticked this box, no further changes may be made to the e-Mandate proposal.

c. By the Creditor or the Debtor (depends on the party making the choice as part of the logic of the underlying business contract)

- 08 The identifier of the underlying contract
- 21 The Transaction Type (only the values 'one-off' or 'recurrent' are allowed)

The Mandate process is standardised in content but not in the detailed layout of the template and not in the detailed definition of the content of the successive steps.

For the completion of '13 The BIC code of the Debtor Bank', the Creditor may offer support to the Debtor for entering the BIC code of the Debtor Bank through the use of any type of Debtor friendly access lists for facilitating the selection of the BIC of the Debtor Bank.

<b>Starting day/time</b>	At the initiative of the Debtor, by using the channel made available by the Creditor.
<b>Closing day/time</b>	Immediately after the starting time (instantly).
<b>Information Output</b>	The e-Mandate proposal message (electronic).

PT-07.02 – After acceptance by the Creditor of the content of the proposal made by the Debtor, the Creditor submits the e-Mandate through a routing service to the validation service of the Debtor Bank.

<b>Description</b>	<p>The Creditor must submit the e-Mandate proposal through an electronic connection to the Debtor Bank selected by the Debtor. The Creditor must do this by using a routing service made available by a Creditor Bank to connect to the validation service of the selected Debtor Bank.</p> <p>Information on the Participants in the Scheme accepting the e-Mandate feature in the role of Debtor Bank and/or in the role of Creditor Bank should be made available by CSMs or other providers of such information.</p>
<b>Starting day/time</b>	After PT-07.01 in real time connection.
<b>Closing day/time</b>	Instantly after the starting time.
<b>Information Input</b>	The e-Mandate proposal template.
<b>Information Output</b>	The e-Mandate proposal message after approval by the Creditor.
<b>Remarks</b>	This description reflects business requirements and does not prescribe technical requirements as defined in the document ‘SEPA e-Mandate Standards’.

PT-07.03 – The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate proposal.

<b>Description</b>	<p>A Debtor Bank offering this optional service to its Debtors must give clear instructions to the Debtor for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.</p> <p>The term “authentication” is defined here as the act by the Debtor Bank of ensuring that the e-Mandate is duly authorised by the Debtor or person properly acting on the Debtor’s behalf. Authentication is composed of personalised device(s) and/or set of procedures, including personalised security features and is used by the Debtor for the issuing, amendment or cancellation of an E-Mandate. The Debtor must use the authentication means offered by the Debtor Bank and follow the instructions of the Debtor Bank, when authenticating the e-Mandate. The Debtor Bank must make these instructions for correct use available to its Debtors before the use of the e-Mandate feature.</p> <p>The e-Mandates optional Scheme offers the possibility, if needed, to use multiple authorizations in the e-Mandate proposal (see PT-07.03bis). These multiple authorizations will occur in a time window to allow necessary additional authorizations for the e-Mandate proposal. The time window is</p>
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defined in the Detailed Specifications of the E-Operating Model.

The Debtor must follow the instructions given by the Debtor Bank and enter the identifiers required by the Debtor Bank in the template presented by the Debtor Bank. The template must reproduce the mandatory legal wording as defined in the Scheme Rulebook in section 4.7.2 DS-01 (Figure 12, paragraph 1) – The Mandate, together with the data of the e-Mandate proposal as received from the Creditor in the e-Mandate proposal message. The Debtor must explicitly confirm his agreement with the e-Mandate proposal by ticking an ‘approval’ box in the template.

The Debtor Bank must provide for the possibility that the Debtor may wish to determine a particular account to be debited in respect of the Collections to be made under the given e-Mandate. How this is realised is left open to the Debtor Bank. Some examples are set out below:

- the Debtor Bank may enter the IBAN of the account to be debited, in this case the Debtor Bank should check that the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose an account, for which the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose a list of accounts, for which the Debtor is authorised to give access to the account specified, followed by a selection of one of these accounts by the Debtor

The Debtor Bank must check that the mandatory attributes are present in the e-Mandate received and in line with the requirements of the attributes specific to the Debtor Bank and known by the Debtor Bank, such as the existence of the BIC code of the Debtor Bank.

<b>Starting day/time</b>	Instantly after PT-07.02.
<b>Information Input</b>	The e-Mandate proposal message (DS-12) and the data entered by the Debtor.
<b>Information Output</b>	The e-Mandate proposal message completed with the decision of the Debtor Bank, if multiple authentications is not used. See PT-07.03bis for Multiple Authentications.

PT-07.03bis – Multiple authentications necessary for authorization of the e-Mandate proposal.

**Description** A Debtor Bank offering this service to its Debtors must give clear instructions to the Debtor for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The Debtor must use the authentication means offered by the Debtor Bank and follow the instructions of the Debtor Bank, when authenticating the e-Mandate. The Debtor Bank must make these instructions for correct use available to its Debtors before the e-Mandate feature is used

In the multiple authentication option there are two possibilities:

- The required persons to give authorization are all present and will give authorization immediately in the same session.
- The required persons to give authorization are not able to give their authorization in the same session. In this case there are some extra steps in the process required. Before continuing with PT-07.04, the Validation service will have to inform the Debtor with the Validation Service e-Mandate Proposal Reference Number along with the e-Mandate data and a link to the Creditor Website. The Creditor will receive the Validation Service e-Mandate Proposal Reference Number and it will pass this to the Debtor. This Validation Service e-Mandate Proposal Reference Number will give the Debtor the possibility to initiate / continue the session with the Validation Service later until the necessary missing authorization is given. When all the authorizations necessary for authentication have been provided, the operational model can be continued from PT-07.04 onwards. For the repeated process PT-07-03bis there is a limiting time period which is defined in the Detailed Specifications of the E-Operating Model.

**Starting day/time** Same time as PT-07.03, if multiple authentications are needed

**Information Input** The e-Mandate proposal message (DS-12) and the data entered by the Debtor.

**Information Output** The e-Mandate proposal message completed with the decision of the Debtor Bank.

PT-07.04 – The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the Debtor back to the electronic channel of the Creditor.

**Description**

The Debtor Bank must execute the validation service as follows:

- decide on whether the authentication means have been correctly used
- conclude that the circumstances of the use of the authentication means appear to be correct on the basis of the information available to the Debtor Bank, i.e. they are not stolen, lost or subject to counterfeit risks
- check the BIC code present in the e-Mandate proposal message received is a valid BIC code applicable to the Debtor Bank
- decide whether the access right of the person who is the legitimate owner of the authentication means has been used in a correct way in respect of the account to be debited.

The Debtor Bank is not obliged to check other data elements of the e-Mandate, and cannot be held liable for incoherence in the e-Mandate, such as the difference between the name and/or address of the Debtor as known in the books of the Debtor Bank compared with the name and/or address as specified by the Debtor in the e-Mandate data.

The result of the validation service can be:

- Either a negative response to the validation request made, if any of the checks mentioned above fail.
- Or a positive response to the validation request made when all the checks mentioned above are successfully executed with a positive result.

As a next step, the Debtor Bank must communicate this result, through the Creditor Bank's routing service having initiated the validation request, up to the requesting Creditor and to the initiating person (i.e. Debtor or an authorised person). The Debtor Bank must complete the request with the following information:

- 60 The reference of the validation made by the Debtor Bank

The Debtor Bank must store the following electronic data related to the validation service in order to be able to provide this data to allow reconciliation with the same elements held by the Creditor. This data constitutes proof that the validation service has been executed. The Debtor Bank is under no obligation to execute any checking on other data elements than those set out below:

- The Account Number of the Debtor (IBAN)
- BIC Code of the Debtor Bank
- The Identification Code of the Scheme
- The Unique Mandate Reference (if provided)
- The Identifier of the Creditor
- The Name of the Creditor
- The Transaction Type

The elements related to the execution of the Validation Service (such as the identification of the authorisation means used, time stamp, identifier of the Validation Service, and the result given back to the Routing Service and the associated reference)

These data must be stored as long as the e-Mandate exists, according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction. After cancellation, the validation related data must be stored by the Debtor Bank according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction.

**Starting  
day/time**

Instantly after PT-07.03.

**Information  
Output**

The validation message as described in DS-13.

**Remarks**

This description reflects business requirements and does not prescribe technical requirements as defined in the document “SEPA e-Mandate Standards”.



PT-07.05 – The Creditor acknowledges receipt of the e-Mandate and sends the information on the e-Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the SDD Rulebook).

**Description**      The Debtor Bank must forward the e-Mandate proposal after validation to the Creditor through the same channel.

When the validation service described in PT-07.04 involves the presence of more than one physical person for the authentication, this step, in which the Debtor Bank communicates the result of the validation through the Creditor's Bank routing service up to the Creditor, may follow the validation step at a later stage and not instantly after the execution of the validation of the first person involved.

The Creditor confirms the acceptance by the Debtor Bank to the Debtor, and confirms the final approval of the Creditor to the Debtor. The Creditor must ensure that the Debtor is not able to make any changes to the e-Mandate proposal after the validation by the Debtor Bank. The Creditor must also send a confirmation message to Debtor Bank in order to confirm the receipt of the validation and the acceptance by the Creditor, through the routing service to the validation service up to the Debtor Bank.

The e-Mandate data must be kept by the Creditor in a safe and secure environment during the existence of the e-Mandate. After cancellation, the e-Mandate must be stored by the Creditor according to the national legal requirements and as a minimum as long as the Refund period defined for an Unauthorised Transaction.

The Creditor must send the information on the e-Mandate to the Creditor Bank as part of each transaction based on this Mandate as described in PT-04.03 in the SDD Rulebook.

**Information Input**      The validation message as described in DS-13.

**Information Output**      The dematerialised Mandate dataset (DS-02 in the SDD Rulebook) including the specific elements for e-Mandates.

The confirmation message to the Debtor Bank (this is a technical message for which no specific business requirements are defined).

#### 4.6.8 Amendment of the e-Mandate (PR-08)

PT-08.01 – The Debtor uses an electronic channel made available by of the Creditor for the completion of an e-Mandate amendment request.

**Description** The initiative to amend an e-Mandate may be taken either by the Creditor or by the Debtor. The Debtor may decide to use this service for amendment of an e-Mandate, when the service is offered by the Creditor and by the Debtor Bank.

The Creditor offering the e-Mandate service must make clear instructions available to Debtors for the use of the electronic channels for the issuing, amendment and cancellation of an e-Mandate. The Creditor must ensure that this e-Mandate submission process contains the mandatory legal wording and that the mandatory set of information is completed by the Debtor in line with the rules underneath.

A Debtor Bank offering the e-Mandate service to its Debtors must make clear instructions available to the Debtors for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the authentication means supplied by the Debtor Bank.

The Debtor must complete the necessary information on the e-Mandate template presented by the Creditor through an electronic channel. The template must reproduce the mandatory legal wording as defined in the Scheme Rulebook in section 4.7.2 DS-01 (Figure 12, paragraph 1) – The Mandate. The Creditor must complete the template presented to the Debtor with the data already available/known to the Creditor.

If the Creditor does not need to use the attributes “AT-38 The name of the Creditor reference party”, “AT-39 The identification code of the Creditor Reference party”, “AT-15 The name of the Debtor Reference party” and “AT-37 The identification code of the Debtor Reference Party”, it does not need to present these attributes in the template based on DS-01.

The following data must be completed by the different parties in the e-Mandate amendment template based on the layout presented in DS-01:

a. By the Creditor: (to be taken from the existing Mandate being amended)

- 20 The identification code of the SEPA Business to Business Direct Debit Scheme, represented by the wording ‘SEPA Business to Business Direct Debit Mandate’
- 02 The identifier of the Creditor
- 03 The name of the Creditor
- 05 The address of the Creditor
- 38 The name of the Creditor reference party (optional)
- 39 The identification code of the Creditor Reference party (optional)

- b. By the Debtor: (the attributes subject of the amendment need to be introduced)
- 14 The name of the Debtor (optional)
  - 09 The address of the Debtor (optional)
  - 27 Debtor identification code (optional)
  - 15 The name of the Debtor Reference party (optional)
  - 37 The identification code of the Debtor Reference Party (optional)
  - 13 The BIC code of the Debtor Bank (see remark underneath 1)
  - The box at the bottom of the illustration in figure 12 in the same section for placing the signature(s), must be replaced by a box where the Debtor is invited to confirm that he agrees with the amendment request (in PT-08.03)
  - It should also be mentioned that, after the Debtor has ticked this box, no further changes may be made to the e-Mandate amendment request.
- c. By the Creditor or the Debtor (depends on the option taken by the Creditor on the identifier to be used by the Debtor for identifying the Mandate to be amended)
- 08 The identifier of the underlying contract (can be made mandatory by a decision of the Creditor)
  - 01 The unique Mandate reference (can be made mandatory by a decision of the Creditor)

The Mandate process is standardised in content but not in the detailed layout of the template and not in the detailed definition of the content of the successive steps.

For the completion of '13 The BIC code of the Debtor Bank', the Creditor may offer support to the Debtor for entering the BIC code of the Debtor Bank through the use of any type of Debtor friendly access lists for facilitating the selection of the BIC of the Debtor Bank

<b>Starting day/time</b>	At the initiative of the Debtor, by using the channel made available by the Creditor.
<b>Closing day/time</b>	Immediately after the starting time (instantly).
<b>Information Output</b>	The e-Mandate request message (electronic).

PT-08.02 – After acceptance by the Creditor of the content of the amendment request made by the Debtor, the Creditor submits the e-Mandate amendment through a routing service to the validation service of the Debtor Bank.

<b>Description</b>	<p>The Creditor must submit the e-Mandate amendment request through an electronic connection to the Debtor Bank selected by the Debtor. The Creditor must do this by using a routing service made available by a Creditor Bank to connect to the validation service of the selected Debtor Bank.</p> <p>Information on the Participants in the Scheme accepting the e-Mandate feature in the role of Debtor Bank and/or in the role of Creditor Bank should be made available by CSMs or other providers of such information.</p>
<b>Starting day/time</b>	After PT-08.01 in real time connection.
<b>Closing day/time</b>	Instantly after the starting time.
<b>Information Input</b>	The e-Mandate amendment request template.
<b>Information Output</b>	The e-Mandate amendment request message after approval by the Creditor.
<b>Remarks</b>	This description reflects business requirements and does not prescribe technical requirements as defined in the document 'SEPA e-Mandate Standards'.

PT-08.03 – The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate amendment request.

**Description** A Debtor Bank offering this optional service to its Debtors must give clear instructions to the Debtor for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The Debtor must use the authentication means offered by the Debtor Bank and follow the instructions of the Debtor Bank, when authenticating the e-Mandate amendment. The Debtor Bank must make these instructions for correct use available to its Debtors before the use of the e-Mandate feature.

The e-Mandates optional Scheme of offers the possibility, if needed, to use multiple authorizations in authenticating the e-Mandate proposal see PT-08.03bis. These multiple authorizations will occur in a time window to allow necessary additional authorizations for the e-Mandate proposal. The time window is defined in the Detailed Specifications of the E-Operating Model.

The Debtor must follow the instructions given by the Debtor Bank and enter the identifiers required by the Debtor Bank in the template presented by the Debtor Bank. The template must reproduce the mandatory legal wording as defined in the Scheme Rulebook in section 4.7.2 DS-01 – The Mandate together with the data of the e-Mandate amendment request as received from the Creditor in the e-Mandate request message. The Debtor must explicitly confirm his agreement with the e-Mandate amendment request by ticking an ‘approval’ box in the template.

The Debtor Bank must provide for the possibility that the Debtor may wish to determine a particular account to be debited in respect of Collections made under the given e-Mandate. How this is realised is left open to the Debtor Bank. Some examples are set out below:

- the Debtor Bank may enter the IBAN of the account to be debited , in this case the Debtor Bank should check that the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose an account, for which the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose a list of accounts, for which the Debtor is authorised to give access to the account specified, followed by a selection of one of these accounts by the Debtor

The Debtor Bank must check that the mandatory attributes are present in the Mandate amendment received and in line with the requirements of the attributes specific to the Debtor Bank and known by the Debtor Bank, such as the existence of the BIC code of the Debtor Bank.

**Starting day/time** Instantly after PT-08.02

**Information Input** The e-Mandate request message (DS-12) and the data entered by the Debtor.

**Information Output** The e-Mandate request message completed with the decision of the Debtor Bank, if Multiple Authorization are not required.

PT-08.03bis – Multiple Authorization needed for authorization of the e-Mandate amendment request.
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**Description** A Debtor Bank offering this service to its Debtors must give clear instructions to the Debtor for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The Debtor must use the authentication means offered by the Debtor Bank and follow the instructions of the Debtor Bank, when authenticating the e-Mandate. The Debtor Bank must make these instructions for correct use available to its Debtors before the e-Mandate feature is used

In the multiple authentication option there are two possibilities:

- The required persons to give authorization are all present and will give authorization immediately in the same session.
- The required persons to give authorization are not able to give their authorization in the same session. In this case there are some extra steps in the process required. Before continuing with PT-07.04, the Validation service will have to inform the Debtor with the Validation Service e-Mandate Proposal Reference Number along with the e-Mandate data and a link to the Creditor Website. The Creditor will receive the Validation Service e-Mandate Proposal Reference Number and it will pass this to the Debtor. This Validation Service e-Mandate Proposal Reference Number will give the Debtor the possibility to initiate / continue the session with the Validation Service later until the necessary missing authorization is given. When all the authorizations necessary for authentication have been provided, the operational model can be continued from PT-07.04 onwards. For the repeated process PT-07-03bis there is a limiting time period which is defined in the Detailed Specifications of the E-Operating Model.

**Starting day/time** Same time as PT-08.03, if multiple authorizations are needed

**Information Input** The e-Mandate proposal message (DS-12) and the data entered by the Debtor.

**Information Output** The e-Mandate request message completed with the decision of the Debtor Bank.

PT-08.04 – The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.

**Description**

The Debtor Bank must execute the validation service as follows:

- decide on whether the authentication means have been correctly used
- conclude that the circumstances of the use of the authentication means appear to be correct on the basis of the information available to the Debtor Bank, i.e. they are not stolen, lost or subject to counterfeit risks
- check the BIC code present in the e-Mandate request message received is a valid BIC code applicable to the Debtor Bank
- decide whether the access right of the person who is the legitimate owner of the authentication means has been used in a correct way in respect of the account to be debited

The Debtor Bank is not obliged to check other data elements of the e-Mandate, and cannot be held liable for incoherence in the e-Mandate, such as the difference between the name and/or address of the Debtor as known in the books of the Debtor Bank compared with the name and/or address as specified by the Debtor in the e-Mandate data.

The result of the validation service can be:

- Either a negative response to the validation request made, if any of the checks mentioned above fail.
- Or a positive response to the validation request made when all the checks mentioned above are successfully executed with a positive result.

As a next step, the Debtor Bank must communicate this result, through the Creditor Bank's routing service having initiated the validation request, up to the requesting Creditor and to the initiating person ( i.e. Debtor or an authorised person). The Debtor Bank must complete the request with the following information:

- 60 The reference of the validation made by the Debtor Bank

The Debtor Bank must store the following electronic data related to the validation service in order to be able to provide this data to allow reconciliation with the same elements held by the Creditor. This data constitutes proof that the validation service has been executed. The Debtor Bank is under no obligation to execute any checking on other data elements than those set out below:

- The Account Number of the Debtor (IBAN)
- BIC Code of the Debtor Bank
- The Identification Code of the Scheme
- The Unique Mandate Reference (if provided)
- The Identifier of the Creditor
- The Name of the Creditor
- The Transaction Type
- The elements related to the execution of the Validation Service (such as the identification of the authorisation means used, time stamp, identifier of the Validation Service, and the result given back to the Routing Service and the associated reference)

These data must be stored as long as the e-Mandate exists, according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction. After cancellation, the validation related data must be stored by the Debtor Bank according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction.

<b>Starting day/time</b>	Instantly after PT-07.03
<b>Information Output</b>	The e-Mandate amendment related validation message as described in DS-13.
<b>Remarks</b>	This description reflects business requirements and does not prescribe technical requirements as defined in the document “SEPA e-Mandate Standards”.



PT-08.05 – The Creditor acknowledges receipt of the e-Mandate amendment and sends the information on the e-Mandate amendment to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the SDD Rulebook).

<b>Description</b>	<p>The Debtor Bank must forward the e-Mandate amendment request after validation to the Creditor through the same channel.</p> <p>When the validation service described in PT-07.04 involves the presence of more than one physical person for the authentication, this step, in which the Debtor Bank communicates the result of the validation through the Creditor's Bank routing service up to the Creditor, may follow the validation step at a later stage and not instantly after the execution of the validation of the first person involved.</p> <p>The Creditor confirms the acceptance by the Debtor Bank to the Debtor, and confirms the final approval of the Creditor to the Debtor. The Creditor must ensure that the Debtor is not able to make any changes to the e-Mandate amendment request after the validation by the Debtor Bank. The Creditor must also send a confirmation message to Debtor Bank in order to confirm the receipt of the validation and the acceptance by the Creditor, through the routing service to the validation service up to the Debtor Bank.</p> <p>The e-Mandate amendment data must be kept by the Creditor in a safe and secure environment during the existence of the e-Mandate. After cancellation, the e-Mandate amendment must be stored by the Creditor according to the national legal requirements and as a minimum as long as the Refund period defined for an Unauthorised Transaction.</p> <p>The Creditor must send the information on the e-Mandate amendment to the Creditor Bank as part of each transaction based on this Mandate as described in PT-04.03 in the SDD Rulebook.</p>
<b>Information Input</b>	<p>The e-Mandate amendment related Debtor validation message as described in DS-13.</p>
<b>Information Output</b>	<p>The dematerialised Mandate dataset (DS-02 in the SDD Rulebook) including the specific elements for e-Mandates.</p> <p>The confirmation message to the Debtor Bank (this is a technical message for which no specific business requirements are defined).</p>

#### 4.6.9 Cancellation of the e-Mandate (PR-09)

PT-09.01 – The Debtor uses an electronic channel made available by of the Creditor for the completion of an e-Mandate cancellation request.

**Description** The initiative to cancel an e-Mandate may be taken either by the Creditor or by the Debtor. The Debtor may decide to use this service for cancellation of an e-Mandate, when the service is offered by the Creditor and by the Debtor Bank.

The Creditor offering the e-Mandate service must make clear instructions available to Debtors for the use of the electronic channels for the issuing, amendment and cancellation of an e-Mandate. The Creditor must ensure that this e-Mandate submission process contains the mandatory legal wording and that the mandatory set of information is completed by the Debtor in line with the rules underneath.

A Debtor Bank offering the e-Mandate service to its Debtors must make clear instructions available to the Debtors for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The Debtor must complete the mandatory information on the e-Mandate template presented by the Creditor through an electronic channel. The template must reproduce the mandatory legal wording as defined in the Scheme Rulebook in section 4.7.2 DS-01 (Figure 12, paragraph 2) – The Mandate. The Creditor must complete the template presented to the Debtor with the data already available/known to the Creditor.

If the Creditor does not need to use the attributes “AT-38 The name of the Creditor reference party”, “AT-39 The identification code of the Creditor Reference party”, “AT-15 The name of the Debtor Reference party” and “AT-37 The identification code of the Debtor Reference Party”, he does not need to present these attributes in the template based on DS-01.

The following data must be completed by the different parties in the e-Mandate template based on the layout presented in DS-01:

a. By the Creditor: (to be taken from the existing Mandate being cancelled)

- 20 The identification code of the SEPA Business to Business Direct Debit Scheme, represented by the wording ‘SEPA Business to Business Direct Debit Mandate’
- 01 The unique Mandate reference
- 02 The identifier of the Creditor
- 03 The name of the Creditor
- 05 The address of the Creditor
- 38 The name of the Creditor reference party (optional)
- 39 The identification code of the Creditor Reference party (optional)

b. By the Debtor:

- only the decision on the cancellation must be introduced
- 13 The BIC code of the Debtor Bank (see remark underneath)
- The box at the bottom of the illustration in figure 12 in the same section for placing the signature(s), must be replaced by a box where the Debtor is invited to confirm that he agrees with the cancellation (in PT-09.03)
- It should also be mentioned that, after the Debtor has ticked this box, no further changes may be made to the e-Mandate cancellation.

c. By the Creditor or the Debtor (depends on the option taken by the Creditor on the identifier to be used by the Debtor for identifying the Mandate to be amended)

- 08 The identifier of the underlying contract (can be made mandatory by a decision of the Creditor)
- 01 The unique Mandate reference (can be made mandatory by a decision of the Creditor)

The Mandate process is standardised in content but not in the detailed layout of the template and not in the detailed definition of the content of the successive steps.

For the completion of '13 The BIC code of the Debtor Bank', the Creditor may offer support to the Debtor for entering the BIC code of the Debtor Bank through the use of any type of Debtor friendly access lists for facilitating the selection of the BIC of the Debtor Bank

**Starting  
day/time**

At the initiative of the Debtor, by using the channel made available by the Creditor.

**Closing  
day/time**

Instantly after the starting time.

**Information  
Output**

The e-Mandate cancellation request message (electronic).

PT-09.02 – After acceptance by the Creditor of the content of the cancellation request made by the Debtor, the Creditor submits the e-Mandate cancellation through a routing service to the validation service of the Debtor Bank.

<b>Description</b>	<p>The Creditor must submit the e-Mandate cancellation request through an electronic connection to the Debtor Bank selected by the Debtor. The Creditor must do this by using a routing service made available by a Creditor Bank to connect to the validation service of the selected Debtor Bank.</p> <p>Information on the Participants in the Scheme accepting the e-Mandate feature in the role of Debtor Bank and/or in the role of Creditor Bank should be made available by CSMs or other providers of such information.</p>
<b>Starting day/time</b>	After PT-09.01 in real time connection.
<b>Closing day/time</b>	Instantly after the starting time.
<b>Information Input</b>	The e-Mandate cancellation request template.
<b>Information Output</b>	The e-Mandate cancellation request message after approval by the Creditor.
<b>Remarks</b>	This description reflects business requirements and does not prescribe technical requirements as defined in the document: 'SEPA e-Mandate Standards'.

PT-09.03 – The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate cancellation request.

**Description**

A Debtor Bank offering this optional service to its Debtors must give clear instructions to the Debtor for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The Debtor must use the authentication means offered by the Debtor Bank and follow the instructions of the Debtor Bank, when authenticating the e-Mandate amendment. The Debtor Bank must make these instructions for correct use available to its Debtors before the use of the e-Mandate feature.

The e-Mandates optional Scheme of offers the possibility, if needed, to use multiple authorizations in authenticating the e-Mandate proposal see PT-08.03bis. These multiple authorizations will occur in a time window to allow necessary additional authorizations for the e-Mandate proposal. The time window is defined in the Detailed Specifications of the E-Operating Model.

The Debtor must follow the instructions given by the Debtor Bank and enter the identifiers required by the Debtor Bank in the template presented by the Debtor Bank. The template must reproduce the mandatory legal wording as defined in the Scheme Rulebook in section 4.7.2 DS-01 – The Mandate together with the data of the e-Mandate amendment request as received from the Creditor in the e-Mandate request message. The Debtor must explicitly confirm his agreement with the e-Mandate amendment request by ticking an ‘approval’ box in the template.

The Debtor must follow the instructions given by the Debtor Bank and enter the identifiers required by the Debtor Bank in the template presented by the Debtor Bank. The template must reproduce the mandatory legal wording as defined in the Scheme Rulebook in section 4.7.2 DS-01 – The Mandate together with the data of the e-Mandate cancellation request as received from the Creditor in the e-Mandate request message. The Debtor must explicitly confirm his agreement with the e-Mandate cancellation by ticking an ‘approval’ box in the template.

The Debtor Bank must provide for the possibility that the Debtor may wish to determine a particular account to be debited in respect of the Collections under the given e-Mandate. How this is realised is left open to the Debtor Bank. Some examples are set out below:

- the Debtor Bank may enter the IBAN of the account to be debited, in this case the Debtor Bank should check that the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose an account, for which the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose a list of accounts, for which the Debtor is authorised to give access to the account specified, followed by a selection of one of these accounts by the Debtor

The Debtor Bank must check that the mandatory attributes are present in the e-Mandate cancellation received and in line with the requirements of the attributes specific to the Debtor Bank and known by the Debtor Bank, such as the existence of the BIC code of the Debtor Bank.

<b>Starting day/time</b>	Instantly after PT-09.02.
<b>Information Input</b>	The e-Mandate request message (DS-12) and the data entered by the Debtor.
<b>Information Output</b>	The e-Mandate request message completed with the decision of the Debtor Bank, if Multiple Authorization for authentication are not required.

PT-09.03bis – Multiple Authorizations necessary for authorization of the e-Mandate cancellation request.

**Description** A Debtor Bank offering this service to its Debtors must give clear instructions to the Debtor for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The Debtor must use the authentication means offered by the Debtor Bank and follow the instructions of the Debtor Bank, when authenticating the e-Mandate. The Debtor Bank must make these instructions for correct use available to its Debtors before the e-Mandate feature is used

In the multiple authentication option there are two possibilities:

- The required persons to give authorization are all present and will give authorization immediately in the same session.
- The required persons to give authorization are not able to give their authorization in the same session. In this case there are some extra steps in the process required. Before continuing with PT-07.04, the Validation service will have to inform the Debtor with the Validation Service e-Mandate Proposal Reference Number along with the e-Mandate data and a link to the Creditor Website. The Creditor will receive the Validation Service e-Mandate Proposal Reference Number and it will pass this to the Debtor. This Validation Service e-Mandate Proposal Reference Number will give the Debtor the possibility to initiate / continue the session with the Validation Service later until the necessary missing authorization is given. When all the authorizations necessary for authentication have been provided, the operational model can be continued from PT-07.04 onwards. For the repeated process PT-07-03bis there is a limiting time period which is defined in the Detailed Specifications of the E-Operating Model.

<b>Starting day/time</b>	Same time as PT-09.03, if multiple signatures are needed
<b>Information Input</b>	The e-Mandate proposal message (DS-12) and the data entered by the Debtor.
<b>Information Output</b>	The e-Mandate request message completed with the decision of the Debtor Bank.

PT-09.04 – The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.

- Description**      The Debtor Bank must execute the validation service as follows:
- decide on whether the authentication means have been correctly used
  - conclude that the circumstances of the use of the authentication means appear to be correct on the basis of the information available to the Debtor Bank, i.e. they are not stolen, lost or subject to counterfeit risks
  - check the BIC code present in the e-Mandate request message received is a valid BIC code applicable to the Debtor Bank
  - decide on whether the access right of the person who is the legitimate owner of the authentication means has been used in a correct way in respect of the account to be debited.

The Debtor Bank is not obliged to check on other data elements of the e-Mandate, and cannot be held liable for incoherence in the e-Mandate, such as the difference between the name and/or address of the Debtor as known in the books of the Debtor Bank compared with the name and/or address as specified by the Debtor in the e-Mandate data.

The result of the validation service can be:

- Either a negative response to the validation request made, if any of the checks mentioned above fail.
- Or a positive response to the validation request made when all the checks mentioned above are successfully executed with a positive result.

The Debtor Bank must store the following electronic data related to the validation service in order to be able to provide this data to allow reconciliation with the same elements held by the Creditor. This data constitutes proof that the validation service has been executed. The Debtor Bank is under no obligation to execute any checking on other data elements than those set out below:

- 60 The reference of the e-Mandate cancellation related validation made by the Debtor Bank

The Debtor Bank must store the following electronic data related to the validation service, constituting the elements of proof of the execution of the validation service, in order to be able to provide these data to allow reconciliation with the same elements held by the Creditor:

- The Account Number of the Debtor (IBAN)
- BIC Code of the Debtor Bank
- The Identification Code of the Scheme
- The Unique Mandate Reference (if provided)
- The Identifier of the Creditor
- The Name of the Creditor
- The Transaction Type
- The elements related to the execution of the Validation Service (such as the identification of the authorisation means used, time stamp, identifier of the Validation Service, and the result given back to the Routing Service and the associated reference).

These data must be stored as long as the e-Mandate exists, according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction. After cancellation, the validation related data must be stored by the Debtor Bank according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction

**Starting  
day/time**

Instantly after PT-09.03.

**Information  
Output**

The e-Mandate validation message as described in DS-13.

**Remarks**

This description reflects business requirements and does not prescribe technical requirements as defined in the document 'SEPA e-Mandate Standards'.



PT-09.05 – The Creditor acknowledges receipt of the e-Mandate cancellation and sends the information on the e-Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the SDD Rulebook).

<b>Description</b>	<p>The Debtor Bank must forward the e-Mandate cancellation request after validation to the Creditor through the same channel.</p> <p>When the validation service described in PT-07.04 involves the presence of more than one physical person for the authentication, this step, in which the Debtor Bank communicates the result of the validation through the Creditor's Bank routing service up to the Creditor, may follow the validation step at a later stage and not instantly after the execution of the validation of the first person involved.</p> <p>The Creditor confirms the acceptance by the Debtor Bank to the Debtor, and confirms the final approval of the Creditor to the Debtor. The Creditor must ensure that the Debtor is not able to make any changes to the e-Mandate cancellation request after the validation by the Debtor Bank. The Creditor must also send a confirmation message to Debtor Bank in order to confirm the receipt of the validation and the acceptance by the Creditor, through the routing service to the validation service up to the Debtor Bank.</p> <p>The e-Mandate cancellation data must be kept by the Creditor in a safe and secure environment during the existence of the e-Mandate. After cancellation, the e-Mandate must be stored by the Creditor according to the national legal requirements and as a minimum as long as the Refund period defined for an Unauthorised Transaction.</p> <p>The Creditor must send the information on the e-Mandate cancellation to the Creditor Bank as part of each transaction based on this Mandate as described in PT-04.03 in the SDD Rulebook.</p>
<b>Information Input</b>	<p>The e-Mandate cancellation-related validation message as described in DS-13.</p>
<b>Information Output</b>	<p>The dematerialised Mandate dataset (DS-02 in the SDD Rulebook) including the specific elements for e-Mandates.</p> <p>The confirmation message to the Debtor Bank (this is a technical message for which no specific business requirements are defined).</p>

## 4.7. Business Requirements for Datasets

### 4.7.1 New Data Requirements

**DS-12** The e-Mandate request message.

**DS-13** The validation message.

**Remark:** The confirmation message described in PT-07.05, PT-08.05 and PT-09.05 is not described here, as it is a technical message without a specific business content.

### 4.7.3 Changes in DS-02 - The Dematerialised Mandate

**Description** This dataset contains all the mandatory attributes that must be registered in an electronic File to be kept by the Creditor, for the purposes of the execution of the SEPA Direct Debit processes, such as preparing the Collections according to DS-03. Attributes are mandatory unless otherwise indicated.

**Additional attributes**

- 60 The reference of the validation made by the Debtor Bank
- 17 The type of Mandate (paper, e-Mandate).

### 4.7.4 Changes in DS-03 – Customer to Bank Collection

**Description:** The Creditor must supply the following attributes. Attributes known by the Creditor Bank may be completed by the Creditor Bank. This is a matter between the Creditor and the Creditor Bank. Attributes are mandatory unless otherwise indicated.

**Additional attributes**

- 60 The reference of the validation made by the Debtor Bank.
- 17 The type of Mandate (paper, e-Mandate).

### 4.7.5 Changes in DS-04 – The Inter-bank Collection

**Description** This dataset contains all the mandatory information items imposed by the Scheme for the Creditor Bank to send this instruction to the Debtor Bank through the CSM. It is also called “Collection” in the Rulebook. This dataset will be present in the successive process steps of Process 04, starting from step 03 and must be forwarded by all actors up to the Debtor Bank. Attributes are mandatory unless otherwise indicated.

**Additional attributes**

- 60 The reference of the validation made by the Debtor Bank (if present in DS-03).
- 17 The type of Mandate (paper, e-Mandate).

#### 4.7.12 Dataset specific for use with e-Mandates: DS-12 – The e-Mandate proposal /request message

<b>Description</b>	This message describes the data needed in the message sent by the Creditor through the routing service to the Debtor Bank for requesting the validation service from the Debtor Bank. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• 01 The unique Mandate reference</li> <li>• 20 The identification code of the Scheme</li> <li>• 29 The message type submitted in the Debtor validation request (issuing, amendment, cancellation)</li> <li>• 14 The name of the Debtor</li> <li>• 09 The address of the Debtor</li> <li>• 27 Debtor identification code (optional)</li> <li>• 15 The name of the Debtor Reference Party (optional)</li> <li>• 37 The identification code of the Debtor Reference Party (optional)</li> <li>• 03 The name of the Creditor</li> <li>• 02 The identifier of the Creditor</li> <li>• 05 The address of the Creditor</li> <li>• 38 The name of the Creditor reference party (optional)</li> <li>• 39 The identification code of the Creditor Reference party (optional)</li> <li>• 13 The BIC code of the Debtor Bank</li> <li>• 08 The identifier of the underlying contract (optional)</li> <li>• 21 The transaction type (recurrent, one-off)</li> <li>• 17 The type of Mandate</li> <li>• 24 The reason for 'amendment/replacement of the account in another Bank' of the Mandate (only for amendments and for issuing moving the account to be debited to another Debtor Bank)</li> </ul>
<b>Remarks</b>	These attributes reflect business requirements and do not prescribe fields in the logical or physical layers of the SEPA e-Mandate Standards.

#### 4.7.13 Dataset specific for use with e-Mandates: DS-13 – The validation message

<b>Description</b>	This message describes the data to be sent back by the Debtor Bank to the Creditor through the validation service and the connections between the Routing Service and the Validation Service. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<p>Data from the request step:</p> <ul style="list-style-type: none"> <li>• 01 The unique Mandate reference</li> <li>• 20 The identification code of the Scheme</li> <li>• 29 The message type submitted in the Debtor validation request (issuing, amendment, cancellation)</li> <li>• 14 The name of the Debtor</li> <li>• 09 The address of the Debtor</li> <li>• 27 Debtor identification code (optional)</li> <li>• 15 The name of the Debtor Reference Party (optional)</li> <li>• 37 The identification code of the Debtor Reference Party (optional)</li> <li>• 03 The name of the Creditor</li> <li>• 02 The identifier of the Creditor</li> <li>• 05 The address of the Creditor</li> <li>• 38 The name of the Creditor reference party (optional)</li> <li>• 39 The identification code of the Creditor Reference party (optional)</li> <li>• 13 The BIC code of the Debtor Bank</li> <li>• 07 The account number (IBAN) of the account of the Debtor to be debited</li> <li>• 08 The identifier of the underlying contract (optional)</li> <li>• 21 The transaction type (recurrent, one-off)</li> <li>• 17 The type of Mandate</li> <li>• 25 The Date of the validation by the Debtor Bank</li> <li>• 24 The reason for 'amendment/replacement of the account in another Bank' of the Mandate (only for amendments and for issuing moving the account to be debited to another Debtor Bank)</li> </ul> <p>and specific response related data added in the reply step:</p> <ul style="list-style-type: none"> <li>• 61 The result of the validation</li> <li>• 60 The reference of the validation made by the Debtor Bank</li> </ul>
<b>Remarks</b>	These attributes reflect business requirements and do not prescribe fields in the logical or physical layers of the SEPA e-Mandate Standards.

## 4.8 Business Requirements for Attributes

### 4.8.1 Attributes specific for use with e-Mandates

AT-29 The message type submitted in the validation request (issuing, amendment, cancellation)

AT-60 The reference of the validation made by the Debtor Bank

AT-61 The result of the validation

#### 4.8.18 AT-17 - The type of Mandate (paper, e-Mandate)

**Description:** The type of Mandate allows distinction between a Mandate issued in paper in accordance with the rules of the Scheme Rulebook and a Mandate issued as an e-Mandate under the rules of the optional e-Mandate service described in Annex VII of this Rulebook.

#### 4.8.27 bis AT-29 - The message type submitted in the Debtor validation request (issuing, amendment, cancellation)

**Description:** This code indicates that the message submitted in the validation request by the Creditor to the Debtor Bank is of one of the types listed below.

**Value** Issuing of an e-Mandate.

**range:**

Amendment of an e-Mandate.

Cancellation of an e-Mandate.

#### 4.8.50 bis AT-60 – The reference of the validation made by the Debtor Bank

**Description:** This reference is given by the Debtor Bank to the e-Mandate after execution of the Debtor validation of the issuing/amendment/cancellation of the e-Mandate. It is received by the Creditor at the receipt of the result of the validation. It is stored by the Creditor as part of the Mandate data. It is transmitted as part of each Collection to the Creditor Bank up to the Debtor Bank. The Creditor or any other party must supply this reference to the Debtor Bank when a copy of the validation related data is requested from the Debtor Bank.

#### 4.8.50 ter AT-61 - The result of the Debtor validation

**Description:** This code provides the reply of the Debtor Bank on the validation service requested by the Creditor.

**Value range:** 'Yes' or 'No'

## **5. RIGHTS AND OBLIGATIONS OF ALL PARTICIPANTS**

### **5.3 Access to the e-Mandate Scheme feature**

Regarding the e-Mandate feature, it is proposed that each Participant in the Scheme in the capacity of Debtor Bank may offer services relating to the e-Mandate feature in the capacity of Debtor Bank, or in the capacity of Creditor Bank, or both. However, where a Debtor Bank does not offer e-Mandate services, no obligations in this Rulebook relating to e-Mandates shall apply to the Creditor Bank in respect of Collections vis-à-vis that Debtor Bank.

### **5.7 Obligations of a Creditor Bank**

The e-Mandate service changes the following obligations for the Creditor Bank:

1. Replacement of point 'l' in the Scheme Rulebook in section 5.7:

In respect of each of its Creditors, a Creditor Bank shall:

1. upon request by a Debtor Bank to whom it has sent a Collection (including any Collection which has become subject to a Reject), seek where necessary any relevant information and, if requested, a copy of the relevant Mandate data, from the Creditor and provide to the Debtor Bank without undue delay such information relating to the relevant Collection and Mandate as has been made available to it by the relevant Creditor

2. Replacement of point 'ix' in the Scheme Rulebook in section 5.7:

A Creditor Bank shall oblige each of its Creditors, in accordance with the relevant requirements set out in the Rulebook:

ix. without delay, to provide the Creditor Bank with information relating to its Collections and Mandates, and a copy of the relevant Mandate data, when requested by the Creditor Bank

3. Addition of the following obligations for the Creditor Bank:

A Creditor Bank shall oblige each of its Creditors, in accordance with the relevant requirements set out in the Rulebook:

xii. not to take a claim against a Debtor Bank for any losses arising from an unauthorised transaction, where the Creditor alleges that the Debtor Bank has non-contractual obligations to conduct validation procedures beyond those set out in PT-07.04

### **5.8 Obligations of a Debtor Bank**

The e-Mandate service adds the following obligations for the Debtor Bank:

In respect of each of its Debtors, a Debtor Bank shall:

1. ensure that it and/or a Debtor Validation Service Provider correctly validates the authentication means and account access right of the Debtor at the issuing or last amendment of the e-Mandate in accordance with the relevant provisions of the Rulebook

m. store electronic data related to the Debtor Validation Service which constitute the elements of proof of the execution of the Debtor Validation Service in accordance with the relevant provisions of the Rulebook

n. upon request by a Debtor or a Creditor Bank from whom it has received a Collection (including any Collection which has become subject to a Reject), seek, if requested, a copy of the electronic data relevant for the execution and the correctness of the Debtor validation

o. without delay, if requested by a Debtor in respect of whom a Collection has been received, seek all relevant information and a copy of the relevant Mandate data from the Creditor Bank and provide to the Debtor without undue delay such information relating to the relevant Mandate as has been made available to it by the relevant Creditor Bank

A Debtor Bank shall oblige each of its Debtors, in accordance with the relevant requirements set out in the Rulebook:

iv. to oblige its Debtors to notify the loss, theft, counterfeit or any fraudulent use by other parties of the authentication means available to the Debtor for initiating e-Mandates.

## **5.9 Indemnity and Limitation of Liability**

The e-Mandate service changes the provisions of section 5.9 of the Scheme Rulebook:

Replacement of section 5.9.1:

### **5.9.1 No-fault Reimbursement of Refunds or Returns**

(a) Subject to (b) and (c) below, in respect of each SEPA Direct Debit which is the subject of a Collection received by a Debtor Bank from a Creditor Bank, such Creditor Bank shall indemnify the Debtor Bank in respect of:

(i) Any amount paid by the Debtor Bank to the Debtor by way of Refund and Refund compensation as set out in PT-04.16; or

(ii) The amount of any Collection subject to a Return

(b) A Creditor Bank shall not be liable to indemnify the Debtor Bank in respect of any amount paid by the Debtor Bank to the Debtor by way of Refund in respect of an unauthorised transaction where the Debtor Bank had not correctly carried out the checks listed in PT-07.04.

(c) In respect of any unauthorised payment transaction to which Article 61(1) of the Payment Services Directive applies, the Creditor Bank shall be obliged to indemnify the Debtor Bank only in respect of the amount the Debtor Bank is required to pay to the Debtor under the laws applicable to that Debtor Bank.

## 7 TERMS USED IN THIS ANNEX

Definitions taken from other documents are acknowledged. Terms defined elsewhere in this document are not repeated here, but only referenced.

	<b>Definition</b>
<b>Authentication</b>	<i>Defined in section 4.6.7 of this Annex</i>
<b>e-Mandate</b>	<i>Defined in section 1.3 and 4.1 of Annex VII</i>
<b>e-Mandate proposal</b>	<i>A proposal for issuing an e-Mandate (see above) as initiated by the Debtor on the Website of the Creditor</i>
<b>e-Mandate request</b>	<i>A request for amendment or cancellation of an e-Mandate (see above) as initiated by the Debtor on the Website of the Creditor</i>
<b>Providers of routing services</b>	<i>Defined in section 3.1 of this Annex</i>
<b>Providers of validation services</b>	<i>Defined in section 3.1 of this Annex</i>
<b>SEPA e-Mandate standards</b>	<i>Defined in section 0.5.2 of the Rulebook</i>



## **Annex VIII – Major differences in the SEPA B2B Direct Debit Scheme between the use of Paper Mandates or e-Mandates**

THIS ANNEX IS NOT A PART OF THE RULEBOOK AND IS INCLUDED IN THE  
RULEBOOK FOR INFORMATION PURPOSES ONLY

## Background information

This annex documents the major differences in the B2B SEPA Direct Debit Scheme resulting from the use of paper mandates or the alternative use of e-Mandates as described in the Annex VII.

It is intended for those interested in knowing the main differences due to the use of e-Mandates under the B2B Scheme. It does not contain an exhaustive list of all the detailed differences in the Rulebook.

## Major Differences

Aspect	B2B Scheme – paper mandates	B2B Scheme – e-Mandates
<b>1. On adherence by banks</b>		
1.1 As a debtor bank	Optional.	1. As the e-Mandate service is optional, adherence as a debtor bank is optional.  2. Banks may act as a Debtor Bank for e-Mandates only.
1.2 As a creditor bank	Optional.	1. Optional. It is optional for banks to adhere as a creditor bank, or as a debtor bank, or in both roles.  2. Banks may act as a Creditor Bank for e-Mandates only.
<b>2. The Mandate issuing process</b>		
2.1 Parties involved	The creditor and the debtor only, banks are not involved	The creditor, the debtor, the creditor bank for the routing service and the debtor bank for the validation service
2.2 The physical nature of the mandate	In paper	An electronic document
2.3 The dematerialisation of the mandate	Is a role of the creditor	Is not needed, as the mandate only exists as an electronic document
<b>3. The Mandate amendment and cancellation process</b>		
3.1 Amendment	Amendment through an electronic channel may be offered by the creditor	Amendment through an electronic channel is a mandatory service for a creditor who offers the e-mandate issuing service. An amendment by paper is also allowed by the scheme.

3.2 Cancellation	Cancellation through an electronic channel may be offered by the creditor	Cancellation through an electronic channel is a mandatory service for a creditor who offers the e-mandate issuing service. A cancellation by paper is also allowed by the scheme.
3.3 Need to inform the Debtor Bank on Mandate cancellations	NA	NA
<b>4. The obligation to provide a copy of a mandate when requested</b>		
4.1 Storage obligation	The creditor must store the mandates as long as required by national law	The creditor and the debtor bank must store the part of the electronic mandate which they are required to store by the applicable national law
4.2 Obligation to provide a copy of the mandate	The creditor must make a copy of the mandate available when requested	The creditor and the debtor bank must make a copy available, when requested, of the part of the mandate which they are obliged to store
<b>5. Checking by the Debtor Bank</b>		
5.1 Obligation to check	Due to the absence of the refund right and the potential large amounts involved, the Debtor Bank is obliged to obtain the confirmation from the Debtor on the B2B Mandate data received as part of the Collection presented, before debiting the Debtor's account.	The Debtor Bank may use the session between the Debtor and the Debtor Bank in the e-Mandate issuing in order to obtain his confirmation.
5.2 Obligation to store instructions	In order to execute this checking, the Debtor Bank must store the Mandate data confirmed by the Debtor and the related instructions given by the Debtor, in order to use these data and the related instructions for the checking of each successive collection presented.	The Debtor Bank may use the session between the Debtor and the Debtor Bank in the e-Mandate issuing in order to collect the checking instructions.

5.3 Need to inform the Debtor Bank on Mandate cancellations	The cancellation of the Mandate is carried out between the Creditor and the Debtor. The Debtor Bank must include in the B2B conditions with its Business Customers the obligation for the Debtor to inform the Debtor Bank about the cancellation of a Mandate, so that the Debtor Bank can update its stored instructions for rejecting unauthorised collections.	The cancellation should be executed through an electronic channel.
<b>6. XML Messages</b>		
6.1 New attribute (17) in the collection messages	Indicates the use of a paper mandate	Indicates the use of an e-Mandate
6.2 New messages DS-12 and DS-13	Not applicable	<p>New messages supporting the e-Mandate service:</p> <p>DS-12 sent by the routing to the validation service</p> <p>DS-13 answer from the validation service to the routing service</p>

# **Advance Mandate Information**

## **Annex IX to the B2B RB v4.1**

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## INTRODUCTION

The B2B Scheme provides a period of 1 day for making first or subsequent collections available to Debtor Banks. The optional feature described in this annex applies only to paper mandates and allows the Creditor to send the mandate-related information in a separate message earlier than the first collection once the mandate has been signed by the Debtor and dematerialised by the Creditor. As an additional service (out of scope for the Rulebook) this feature allows Debtor Banks to inform debtors about newly received mandate-related information in order to be able to offer additional services, such as the possibility to block or reject a Mandate, to limit it (e.g. maximum amount), to reject all collections before explicit acceptance by the Debtor, etc.

In the B2B SDD Scheme – without using this feature - Debtor Banks are only able to communicate this mandate-related data when the first collection has been received by the Debtor bank, whilst in fact the data of most Mandates is available earlier, as of the signing of the Mandate, which generally happens at the same time as the signing of the underlying contract.

The description of the AMI feature is contained in the following documents:

- This annex to the B2B SDD Scheme Rulebook
- The appropriate (ISO 20022) XML message standards for the AMI messages are presented in a separate Implementation Guidelines document.

## DOCUMENT INFORMATION

### 0.5 Other Related Documents

In addition to the other related documents referred to in the Rulebook there are additional key documents which are necessary for the Scheme to become operational:

#### 0.5.2 SEPA Direct Debit Scheme Implementation Guidelines

Additional SEPA B2B Direct Debit Scheme Implementation Guidelines are provided for the AMI feature.

#### 0.5.3 Exchange Mechanism

An ‘Exchange Mechanism’ (also referred to as ‘EM’) is to be understood as the means by which the AMI messages are exchanged between the Creditor Bank and the Debtor Bank.

## 1. VISION & OBJECTIVES

### 1.3 Objectives

The objectives of this optional feature in the B2B SDD Scheme are:

- to call for the Debtor Bank to inform the Debtor on the mandate-related information presented by Creditor at an early stage, and
- to give more time to the Debtor Bank to obtain the confirmation on the mandate-related information from the Debtor as defined in the Rulebook.
- to enable the Creditor to gain more certainty on the status of the Debtor’s account at an early stage

## **2 SCOPE OF THE FUNCTIONALITY**

### **2.2 Nature of the feature**

The “Advance Mandate Information” feature (“AMI”) allows the Creditor to provide Mandate related information to the Debtor Bank independent of a Collection, once the Mandate has been signed and dematerialised by the Creditor. The use of this feature is without any prejudice to any rights or obligations arising from a subsequent Collection.

The AMI feature enables the Debtor Bank to perform in advance the controls it would otherwise carry out upon receipt of the first collection, for example existence of the account, SDD refusal notified by the Debtor etc. Consequently, the feature will enable the Creditor to gain more certainty on the status of the Debtor’s account at an early stage. Any information provided by the Debtor Bank to the Creditor Bank and/or to the Creditor must be agreed by the Debtor in accordance with the relevant legislation.

The feature allows the Debtor Bank on an optional basis to inform the Debtor about mandate-related information presented by the Creditor in an early stage, before the presentation of the first collection.

The feature allows the Debtor Bank on an optional basis to obtain the Debtor’s confirmation of the mandate-related information presented by the Creditor.

### **2.7 Reachability**

For B2B SDD Scheme Participants, the usage of the AMI feature in the role of Debtor Bank is optional. A Debtor Bank may require that a service level agreement with the Creditor Bank needs to be in place to define the prerequisites required for reachability. The usage of the AMI feature by a Creditor Bank is also optional for Scheme Participants acting as Creditor Bank in the B2B SDD Scheme, but only when the Scheme Participant is offering the feature as a Debtor Bank.



## 4. BUSINESS AND OPERATIONAL RULES

### 4.1 The Mandate

The following diagram gives a schematic overview of the main actors and their interaction in the issuing of the Mandate.

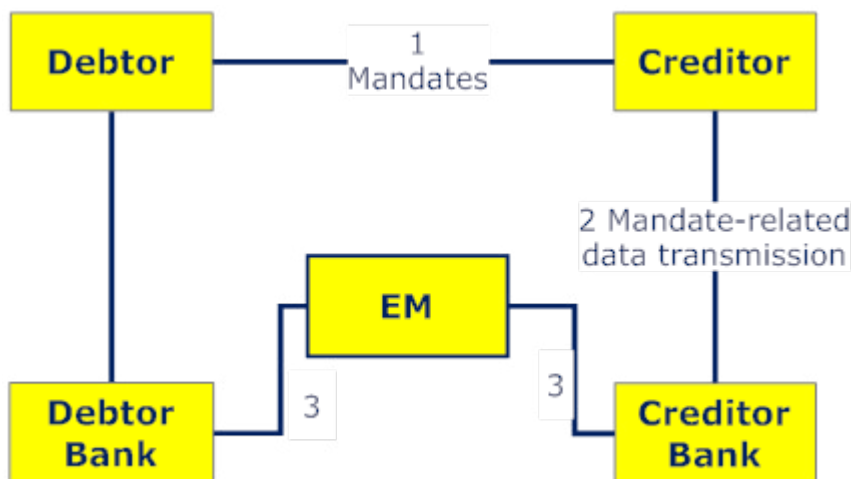


Figure 2: 4-Corner Model – Mandate

- After having received the Mandate from the Debtor, and after dematerialisation of the Mandate data, the Creditor sends the Mandate related information to the Creditor Bank in an AMI request.
- The Creditor Bank sends the AMI request to the Debtor Bank via an exchange mechanism (“EM”) selected by both the Creditor Bank and the Debtor Bank. The selected EM will process the AMI request and forward it to the Debtor Bank. The Creditor Bank must ensure that the Debtor Bank receiving the request participates in the usage of this feature.
- The Debtor Bank receives the AMI request, executes the necessary controls as described in this Annex, and provides an answer to the request completed with the appropriate reason code defined in AT-R9.
- It is the decision of the Debtor Bank as to whether the control as defined in section 4.1, first bullet point of the Rulebook is carried out as part of this functionality or as soon as the first collection has been received.

#### 4.3.3. Cut off times

Debtor Banks must respond to the Creditor Bank at the latest 10 Inter-Bank Business Days after the reception of the AMI request.

#### 4.3.5 Charging principles

The Debtor Bank may charge the Creditor Bank on a bilateral basis for the service of the verification of the AMI request and the return of the answer. The basis and level of charges



are entirely a matter for the Scheme Participants to agree on, out of the scope of the Scheme.

## **4.5 Process Descriptions**

The following process is added to the Scheme when the optional AMI feature is used:

**PR-10**                      Advance Mandate Information

### **4.5.7 Advance Mandate Information (PR-10)**

- PT-10.01**                      Creditor initiates the AMI request (linked to PT-01.03)
- PT-10.02**                      Creditor Bank provides the AMI request to the EM
- PT-10.03**                      EM provides the AMI request to the Debtor Bank
- PT-10.04**                      Debtor Bank processes the AMI request, executes the controls and forwards the answer to the EM (linked to PT-01.05)
- PT-10.05**                      The EM forwards the answer to the Creditor Bank
- PT-10.06**                      The Creditor Bank provides the answer to the Creditor

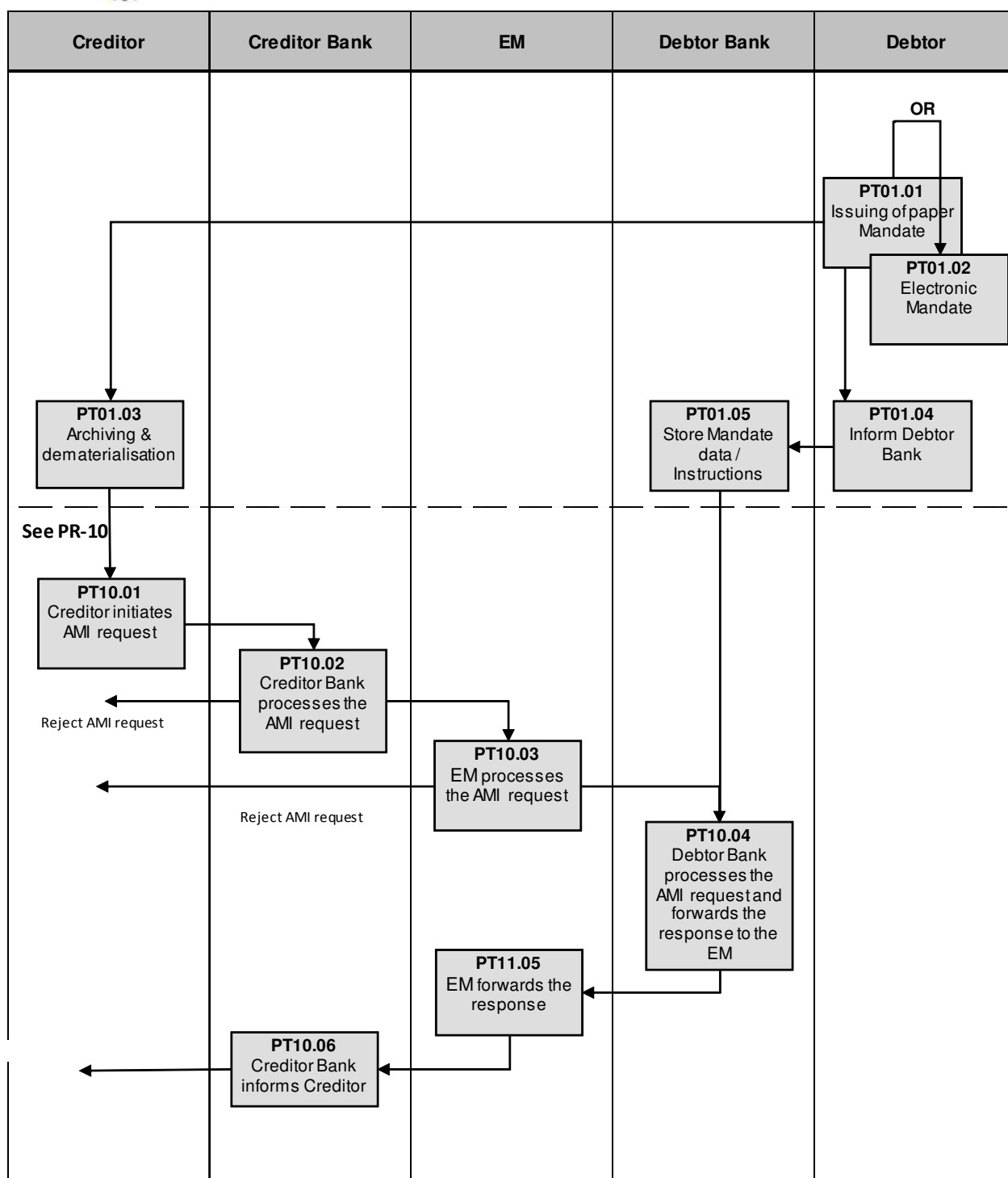


Figure: Advance Mandate Information (PR-10)

#### 4.6.7 Advance Mandate Information request (PR-10)

##### PT-10.01 – Creditor initiates AMI request

<b>Description</b>	The Creditor sends the AMI request to the Creditor Bank once the Mandate has been signed by the Debtor
<b>Starting day/time</b>	After dematerialisation of the mandate data by the Creditor
<b>Information Output</b>	Advance Mandate Information request

##### PT-10.02 – Creditor Bank processes the AMI request to the EM

<b>Description</b>	<p>The Creditor Bank checks the presence of the mandatory attributes in the AMI request message, and transmits it to the EM.</p> <p>The Creditor Bank must ensure that the Debtor Bank receiving the request participates in the usage of this feature.</p>
<b>Starting day/time</b>	After PT-10.01
<b>Information Output</b>	Advance Mandate Information request, containing DS-14

##### PT-10.03 – EM processes the AMI request to the Debtor Bank

<b>Description</b>	The EM processes the AMI request and provides it to the Debtor Bank. The EM must ensure that the Debtor Bank receiving the request participates in the usage of this feature.
<b>Starting day/time</b>	After PT-10.02
<b>Information Output</b>	Advance Mandate Information request, containing DS-15

#### PT-10.04 – Debtor Bank processes the AMI and provides a response

<b>Description</b>	<p>The Debtor Bank processes the AMI request and forwards the response to the EM</p> <p>The Debtor Bank must execute the necessary checking described here:</p> <ul style="list-style-type: none"> <li>• The account mentioned must exist in the Debtor Bank and must be open</li> <li>• The account must not be blocked for direct debit</li> </ul> <p>Any information provided by the Debtor Bank to the Creditor Bank must be agreed by the Debtor in accordance with the relevant legislation.</p> <p>The response can also reflect the result of the checks prescribed in section 4.1 first bullet point of the Rulebook if the Debtor Bank decides to perform that check as part of the AMI functionality.</p>
<b>Starting day/time</b>	After PT-10.03
<b>Closing day/time</b>	At the latest 10 Inter-Bank Business Days after PT-10.02
<b>Information Output</b>	Positive or negative response containing the data from DS-16

#### PT-10.05 – EM forwards response to the Creditor Bank

<b>Description</b>	The EM processes the response and forwards it to the Creditor Bank
<b>Starting day/time</b>	After PT-10.04
<b>Information Output</b>	Positive or negative response containing the data from DS-16

#### PT-10.06 – Creditor Bank informs the Creditor

<b>Description</b>	The Creditor Bank informs the Creditor
<b>Starting day/time</b>	After PT-10.05
<b>Information Output</b>	Information to Creditor

#### 4.7.13 DS-14 Creditor to Creditor Bank Advance Mandate Information Dataset

**Description:** The Creditor must supply the following attributes. Attributes known by the Creditor Bank may be filled in by the Creditor Bank. This is a matter between the Creditor and the Creditor Bank. Attributes are mandatory unless otherwise indicated.

**Attributes contained**

- 20 The identification code of the Scheme
- 61 The Creditor's reference of the message (optional)
- 21 The Transaction Type (only the values 'one-off' and 'recurrent' are allowed)
- 03 The name of the Creditor
- 38 The name of the Creditor Reference Party (if present in DS-02)
- 39 The identification code of the Creditor Reference Party (if present in DS-02)
- 05 The address of the Creditor (if present in DS-02)
- 02 The identifier of the Creditor
- 12 The BIC code of the Creditor Bank
- 14 The name of the Debtor
- 09 The address of the Debtor (if present in DS-02)
- 27 Debtor identification code (if present in DS-02)
- 15 The name of the Debtor Reference Party (if present in DS-02)
- 37 The identification code of the Debtor Reference Party (if present in DS-02)
- 07 The account number (IBAN) of the account of the Debtor to be debited
- 13 The BIC code of the Debtor Bank
- 01 The unique Mandate reference
- 25 The date of signing of the Mandate
- 16 The placeholder for the electronic signature Data (if present in DS-02)
- 24 The reason for amendment of the Mandate (if present in DS-02))
- 18 The identifier of the original Creditor who issued the Mandate (if present in DS-02)
- 19 The unique Mandate reference as given by the original Creditor who issued the Mandate (if present in DS-02)
- 08 The identifier of the underlying contract (if present in DS-02)
- 17 The type of Mandate (for the B2B scheme, the value 'paper' always applies).

**Remarks** These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme C2B Implementation Guidelines as defined in section 0.5.1 [9]).

#### 4.7.14 DS-15 Inter-Bank Advance Mandate Information dataset

**Description** This dataset contains all the mandatory information for the Creditor Bank to send this message to the Debtor Bank through the EM. This dataset will be present in the successive process steps of Process 10, starting from step 02 and must be forwarded by all actors up to the Debtor Bank. Attributes are mandatory unless otherwise indicated.

**Attributes contained**

- 20 The identification code of the Scheme
- 61 The Creditor's reference of the message (if present in DS-14)
- 21 The Transaction Type (only the values 'one-off' and 'recurrent' are allowed)
- 03 The name of the Creditor
- 38 The name of the Creditor Reference Party (if present in DS-14)
- 39 The identification code of the Creditor Reference Party (if present in DS-14)
- 05 The address of the Creditor (if present in DS-14)
- 02 The identifier of the Creditor
- 12 The BIC code of the Creditor Bank
- 14 The name of the Debtor
- 09 The address of the Debtor (if present in DS-14)

- 27 Debtor identification code (if present in DS-14)
- 15 The name of the Debtor Reference Party (if present in DS-14)
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- 07 The account number (IBAN) of the account of the Debtor to be debited
- 13 The BIC code of the Debtor Bank
- 01 The unique Mandate reference
- 25 The date of signing of the Mandate
- 16 The placeholder for the electronic signature Data (if present in DS-14)
- 24 The reason for amendment of the Mandate (if present in DS-14)
- 18 The identifier of the original Creditor who issued the Mandate (if present in DS-14)
- 19 The unique Mandate reference as given by the original Creditor who issued the Mandate (if present in DS-14)
- 08 The identifier of the underlying contract (if present in DS-14)
- 60 The Creditor Bank's reference of the AMI message
- 17 The type of Mandate (for the B2B scheme, the value 'paper' always applies).

**Remarks**      These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme Inter-bank Implementation Guidelines as defined in section 0.5.1 (reference [9]).

#### **4.7.15      DS-16 Message for the Response on the Advance Mandate Information request**

- An exact copy of all the attributes received in DS-15. R9 The Reason code for the AMI answer
- R5 Specific reference of the Debtor Bank initiating the response to the AMI request

#### **4.8.59 AT-60 – The Creditor Bank’s Reference of the AMI message**

**Description:** The reference of the AMI message given by the Creditor Bank to be forwarded to the Debtor Bank.

#### **4.8.60 AT-61 – The Creditor’s Reference of the AMI message**

**Description:** The reference of the AMI message given by the Creditor to be forwarded to the Debtor Bank.

#### **4.8.61 AT-R9 – The Reason Code for AMI answer**

**Value range:** The reasons for the response by the Creditor Bank need not be specified, they are left to a bilateral agreement between Creditor’s bank and its Customer (Creditor).

The reasons for the response by the Debtor Bank are as follows:

1. Reasons for a negative response :
  - Operation/transaction code incorrect, invalid File format
  - Bank identifier incorrect (i.e. invalid BIC)
  - Account identifier incorrect (i.e. invalid IBAN)
  - Account closed
  - Direct debit forbidden on this account for regulatory reasons
  - Account blocked
  - Mandate data missing or incorrect
  - No Mandate
  - Regulatory reason
  - Account blocked for Direct Debit by the Debtor
  - Specific service offered by the Debtor Bank
  - Refusal by the Debtor
2. Reasons for a positive answer:
  - No negative response on the AMI request
3. No response provided for legal or regulatory reasons

## **5. RIGHTS AND OBLIGATIONS OF ALL PARTICIPANTS**

### **5.7 Obligations of a Creditor Bank**

Additional obligations for a Creditor Bank resulting from this feature are:

- The Creditor Bank must ensure that the Debtor Bank receiving the AMI request participates in the usage of this feature
- Creditor Banks shall not forward the AMI request messages received from the Creditor to Debtor Banks not using the optional AMI feature.



## **5.8 Obligations of a Debtor Bank**

Additional obligations for a Debtor Bank resulting from this feature are the following:

- The execution of the checks by the Debtor Bank as prescribed in PT-10.04 do not imply that the Debtor Banks automatically commits to any guarantee in favour of the Creditor or Creditor Bank regarding the acceptance of future collections. The controls reflect the status of the Debtor's account as it exists at the moment of the execution of the controls.
- In the event that a B2B SDD Scheme Participant receives an AMI message although as a Debtor Bank it does not offer the optional AMI feature, the Debtor Bank is entitled by the Scheme to ignore the AMI request message.

# **SEPA CORE DIRECT DEBIT**

## **SCHEME RULEBOOK**

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## 0 DOCUMENT INFORMATION

### 0.1 References

This section lists documents referred to in the Rulebook. The convention used throughout is to provide the reference number only, in square brackets. Use of square brackets throughout is exclusively for this purpose.

	Document Number	Title	Issued by:
[1]	EPC027-07	SEPA Scheme Management Internal Rules	<u>EPC</u>
[2]	EPC170-05	PE-ACH/CSM Framework	<u>EPC</u>
[3]	ISO 13616	Financial services - International bank account number (IBAN) -- Part 1: Structure of the IBAN	<u>ISO</u>
[4]	ISO 3166	Country Codes	<u>ISO</u>
[5]	ISO 9362	Business Identifier Codes (BIC)	<u>ISO</u>
[7]	EPC261-06	Risk Mitigation in the SEPA Direct Debit Scheme <sup>1</sup>	<u>EPC</u>
[8]	May 2002 White Paper	Euroland: Our Single Payment Area!	<u>EPC</u>
[9]	EPC114-06	SEPA Core Direct Debit Scheme Inter-bank Implementation Guidelines	<u>EPC</u>
[10]	ISO 20022	Financial Services – Universal Financial Industry Message Scheme	<u>ISO</u>
[11]	EPC222-07	SEPA Business-to-Business Direct Debit Scheme Rulebook	<u>EPC</u>
[12]	EPC130-08	SEPA Core Direct Debit Scheme C2B Implementation Guidelines	<u>EPC</u>
[13]	EPC109-08	EPC e-Operating Model for e-Mandates.	<u>EPC</u>
[14]	EPC114-08	SEPA Core Direct Debit Scheme e-Mandates Inter-bank Implementation Guidelines	<u>EPC</u>
[15]	EPC329-08	Guide to the Adherence Process for the SEPA Direct Debit Schemes	<u>EPC</u>
[16]	EPC002-09	SEPA Core Direct Debit Scheme E-Mandate Service Implementation Guidelines	<u>EPC</u>
[17]	EPC064-08	Criteria for Participation in SEPA	<u>EPC</u>
[18]	EPC291-09	Requirements and Specifications for 'EPC Approved Certification Authorities' for e-Mandate Services	<u>EPC</u>
[19]	EPC409-09	EPC list of SEPA countries	<u>EPC</u>


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<sup>1</sup> Restricted distribution.


### 0.1.1 Defined Terms

This Rulebook makes reference to various defined terms which have a specific meaning in the context of this Rulebook. In this Rulebook, a defined term is indicated with a capital letter. A full list of defined terms can be found in Chapter 7 of this Rulebook. The Rulebook may make reference to terms that are also used in the Payment Services Directive. The terms used in this Rulebook may not in all cases correspond in meaning with the same or similar terms used in the Payment Services Directive.

### 0.1.2 Rules specific to e-Mandate Service

The rules specific to the e-Mandate service are described in Annex VII. Sections of the main body of the Rulebook impacted by the e-Mandate service are identified with the indication: ‘ e-Mandates’ next to the title of the section.

### 0.1.3 Rules specific to Advance Mandate Information (AMI) Feature

The rules specific to the optional AMI feature are described in Annex IX. Sections of the main body of the Rulebook impacted by the AMI feature are identified with the indication ‘ AMI’ next to the title of the section.

## 0.2 Change History

Issue number	Dated	Reason for revision
V1.0	01/09/2005	First reading at September 2005 Plenary, and national consultation thereafter.
V2.0	22/02/2006	Approved at 8 March 2006 Plenary.
V2.1	15/09/2006	Approved at 27 September 2006 Plenary.
V2.2	13/12/2006	Approved at 13 December 2006 Plenary.
V2.3	19/06/2007	Approved by the 19 June 2007 Plenary. Major changes: <ul style="list-style-type: none"> <li>• Scheme management provisions, affecting Chapters 0, 5 and 6 to bring Rulebook in line with the Scheme Management Internal Rules.</li> <li>• Section 2.3 on Additional Optional Services amended to make disclosure of community AOS mandatory</li> <li>• Addition of Annex IV, the SEPA Scheme Management Internal Rules</li> <li>• Other lesser changes</li> <li>• Risk Mitigation Annex updated for references to Chapter 6 and Annex IV.</li> </ul>
V3.1	24/06/2008	Major changes: <ul style="list-style-type: none"> <li>• Addition of Creditor Reference Party</li> <li>• Addition of names/identification codes for the Creditor Reference Party and the Debtor Reference Party</li> <li>• Amendments due to Payment Services Directive alignment</li> <li>• Two new processes: a procedure for refund claims for unauthorised collections and a procedure for requesting a copy of a Mandate</li> </ul>
V3.2	18/12/2008	Major changes: <ul style="list-style-type: none"> <li>• Addition of the e-Mandate service</li> <li>• Addition of NDA for Risk Mitigation Annex</li> </ul>

V3.3	19/3/2009	Legal changes/clarifications and other changes
V3.4	30/10/2009	Changes for clarification, updating and correction of errors
V4.0	30/10/2009	Changes for clarification, updating and correction of errors as listed in Annex III.
V4.1	01/11/2010	SEPA Scheme Management Internal Rules v2.0 replaced by v2.1 in annex IV
V5.0	01/11/2010	Inclusion of new annex IX (AMI). Changes for clarification, updating and correction of errors as listed in Annex III.
V5.1	17/11/2011	SEPA Scheme Management Internal Rules v2.1 replaced by v3.0 in annex IV
V6.0	17/11/2011	Inclusion of new option for shorter execution time cycle (D-1). All changes are listed in Annex III.
V6.1	06/11/2012	Update in line with SEPA Regulation Articles 6(3) and 8 and Article 6 of Regulation 924/2009. Inclusion of version 4.0 of the SEPA Scheme Management Internal Rules. No other changes

### 0.3 Purpose of Document

The EPC made the decision to develop a set of scheme rules when it accepted and approved the Roadmap 2004-2010 at its December 2004 Plenary meeting.

The development of the Scheme was treated as a primary and priority objective, along with the creation of the SEPA Credit Transfer Scheme and the SEPA Cards Framework. The EPC vision is to create a set of core payment instruments to be provided by banks to their consumer and corporate customers within SEPA.

A SEPA Scheme is a common set of rules, practices and standards for the provision and operation of a SEPA payment instrument agreed at inter-bank level in a competitive environment.

The objectives of the Rulebook are:

- To be the primary source for the definition of the rules and obligations of the Scheme
- To provide authoritative information to Participants and other relevant parties as to how the Scheme functions
- To provide involved parties such as Participants, Clearing and Settlement Mechanisms (“CSMs”), and technology suppliers with relevant information to support development and operational projects

Following adoption by EPC, the Rulebook will be made available as a basis for systems and product development throughout its community, in preparation for scheme pilots and subsequent operational adoption.



## 0.4 About the EPC

The EPC is the decision-making and coordination body of the European banking industry in relation to payments whose declared purpose is to support and promote the creation of SEPA.

The vision for SEPA<sup>2</sup> was formulated in 2002 at the time of the launch of EPC, when some 42 banks, the three European Credit Sector Associations ('ECSAs') and the Euro Banking Association ('EBA') came together and, after an intensive workshop, released the White Paper (reference [8]) in which the following declaration was made and subsequently incorporated into the EPC Charter:

*'We, the European banks and European Credit Sector Associations:*

*share the common vision that Euroland payments are domestic payments,*

*join forces to implement this vision for the benefit of European customers, industry and banks and accordingly,*

*launch our Single Payments Area.'*

Any extension of the geographical scope of SEPA is subject to detailed evaluation by the EPC against criteria for candidate SEPA countries as approved from time to time by the EPC Plenary [17].

## 0.5 Other Related Documents

( AMI)

The Rulebook is primarily focused on stating the business requirements and inter-bank rules for the operation of the Scheme. In addition to the Rulebook there are a number of key documents which enable the Scheme to become operational:

### 0.5.1 SEPA Direct Debit Scheme Implementation Guidelines

The complete data requirements for the operation of the Scheme are classifiable according to the SEPA Data Model which recognises the following layers:

- The business process layer in which the business rules and requirements are defined and the related data elements specified
- The logical data layer which specifies the detailed datasets and attributes and their inter-relationships
- The physical data layer which specifies the representation of data in electronic document formats and messages

This Rulebook focuses on the business process layer and appropriate elements of the logical layer.

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<sup>2</sup> See EPC list of SEPA countries, reference [20].

The SEPA Data Model sets out in detail the three layers described above. However, the SEPA Data Model no longer constitutes a binding supplement to the Rulebook and will not be further updated for new Rulebook versions as it is largely a duplication of the SEPA Direct Debit Implementation Guidelines.

The SEPA Core Direct Debit Scheme Implementation Guidelines have now been separated in two complementary documents: the mandatory Guidelines regarding the inter-bank messages (SEPA Core Direct Debit Scheme inter-bank Implementation Guidelines) and the recommended Guidelines regarding the Customer-to-bank messages (SEPA Core Direct Debit Scheme Customer-to-bank Implementation Guidelines).

The SEPA Core Direct Debit Scheme Inter-bank Implementation Guidelines (reference [9]) which set out the rules for implementing the direct debit ISO 20022 XML Standards; constitute a binding supplement to the Rulebook.

### **0.5.2 EPC e-Operating Model (only for the e-Mandate option)**

#### **(‘ AMI)**

The e-Operating Model covers aspects such as guaranteed delivery, non-repudiation of emission/reception, authentication of sender, data integrity, encryption, compression, and will be aligned with the EPC business requirements (Annex VII), rules and best practices.

It focuses on applicational data transport over the Internet between the creditor websites and validation services, through a routing service. Furthermore, in order to assure a secure communication between the Debtor and the Creditor, minimum security requirements are defined for debtor browsers.

### **0.5.3 PE-ACH/CSM Framework**

#### **(‘ AMI)**

The PE-ACH/CSM Framework document (reference [2]) establishes the principles on which CSMs will support the Scheme and the SEPA Credit Transfer Scheme, on the basis of separation between the Scheme and relevant CSMs. The document referred to provides an update and clarification of the PE-ACH concept, building on work already completed by the EPC. The Roadmap 2004-2010 enshrined the principle that scheme and infrastructure should be separated and therefore the PE-ACH/CSM Framework forms an important complementary document.

### **0.5.4 Adherence Agreement**

The Adherence Agreement, to be signed by Participants, is the document which binds Participants to the terms of the Rulebook. The text of the Adherence Agreement is annexed. The Rulebook and Adherence Agreement entered into by Participants together constitute a multilateral contract among Participants and the EPC. The rules and procedures for joining the Scheme are set out in the Scheme Management Internal Rules (the "**Internal Rules**"). In addition, a guidance document (Guide to the Adherence Process for the SEPA Direct Debit Schemes [15]) is available.

## 1 VISION & OBJECTIVES

This chapter provides an introduction to the Scheme, setting out the background to the Scheme as well as its aims and objectives.

### 1.1 Introduction

The Scheme provides a set of inter-bank rules, practices and standards which will allow the banking industry in SEPA to offer a direct debit product to customers. As a result, all core direct debits, whether ‘domestic’ or ‘cross border’, will be provided on the same essential conditions and modalities throughout SEPA.

### 1.2 Vision

- The Scheme establishes a set of inter-bank rules practices and standards for direct debits in euro in SEPA.
- It thereby provides the basis for a direct debit product which will provide customers (e.g. individuals, small and medium-sized enterprises, corporates and government entities) with a straightforward instrument possessing the necessary reliability, predictable execution time and reach.
- Direct debits within SEPA will be able to be processed in accordance with the rules and standards of this Scheme.
- SEPA Direct Debits will be fully automatable and based on the use of open standards and the best practices of straight through processing (‘STP’) without manual intervention.
- The EPC considers that meeting the basic needs of SEPA will be best achieved by defining and implementing an entirely new direct debit scheme based on a new set of standards and a common legal framework. This is considered to be a faster and more effective way forward rather than setting out to harmonize the numerous existing national schemes. The Scheme will co-exist with existing national schemes during a transitional period.

### 1.3 Objectives

#### (👁 e-Mandates) (‘🔑 AMI)

- To establish a scheme with no disparities between national and cross-border direct debits and with full Reachability throughout SEPA.
- To meet the actual and future needs of parties via a simple, well-controlled, fully dematerialised, secure, reliable, transparent and cost-efficient instrument.
- To enable the achievement of best-in-class security, low risk and improved cost efficiency for all participants in the payments process.
- To allow the further development of a healthy and competitive market for payment services.

- To improve the current level of service provided to customers towards the highest existing service level experienced in SEPA today.
- To provide a framework for the removal of local inhibitors and the harmonisation of standards and practices.
- To develop a core scheme that is flexible enough to be adapted to various kinds of future market requirements and processes e.g. Electronic Bill Presentment and Payment ('EBPP') and electronic signatures.
- The Core Scheme as described in v3.1 of the Rulebook has now been completed with the optional e-Mandate service. The specific rules regarding the e-Mandate service are described in a separate Annex VII.

#### 1.4 Binding Nature of the Rulebook

Becoming a Participant in the Scheme will involve signing the Adherence Agreement. By signing the Adherence Agreement, Participants agree to respect the rules described in the Rulebook. The Rulebook describes the liabilities and responsibilities of each Participant in the Scheme.

Participants are free to choose between operating processes themselves, or using intermediaries or outsourcing (partially or completely) to third parties. However, outsourcing or the use of intermediaries does not relieve Participants of the responsibilities defined in the Rulebook.

The Rulebook covers in depth the main aspects of the inter-bank relationships linked to the Scheme. For the relationships between a **Participant** and its **customer**, the Rulebook specifies the minimum requirements imposed by the Scheme. For the relationships between a **Creditor** and a **Debtor**, the Rulebook also specifies the minimum requirements of the Scheme.

#### 1.5 Separation of the Scheme from the Infrastructure

It is a key feature of the Scheme that it provides a single set of rules, practices and standards which are then operated by individual banks and potentially multiple infrastructure providers. Infrastructure providers include CSMs of various types and the technology platforms and networks that support them. Infrastructure is an area where market forces operate based on the decisions of Participants.

The result is that the direct debit instrument based on a single set of rules, practices and standards is operated on a fully consistent basis by CSMs (as defined in reference [2]) chosen by individual Participants as the most appropriate for their needs.

#### 1.6 Other Features of the Scheme

- Participants which have adhered to the Scheme may participate only through an EEA-licensed branch unless they participate through their SEPA head office (which may be located in a SEPA country or territory outside the EEA).
- The rights and obligations of Participants, and, as appropriate, their customers, will be clear and unambiguous

- Direct debit messages will use open, industry-recognised standards
- The Scheme will ensure full interoperability between Participants
- The rules will ensure that responsibility for risk management will be allocated to where the risk lies and that liability falls where the fault lies
- Individual Participants are free to innovate and satisfy customer needs in a competitive market place, as long as these innovations do not conflict with the Rulebook

## **1.7 The Business Benefits of the Scheme**

### **1.7.1 Advantages for and Expectations of Creditors**

#### **(👁 e-Mandates)**

For Creditors, the Scheme identifies all issuers of recurrent and one-off bills as potential customers.

The most important advantages offered by the Scheme to a Creditor are:

- a) A simple and cost-efficient way to collect Funds
- b) The ability to determine the exact date of Collection
- c) The certainty of payment completion within a predetermined time-cycle
- d) The opportunity to optimise cash-flow and treasury management
- e) Straightforward reconciliation of received payments
- f) The ability to automate exception handling such as: Returned, Rejected, or Refunded Collections and Reversals
- g) One payment instrument throughout SEPA for Creditors holding a bank account in SEPA
- h) The opportunity to collect Funds from Debtors through the use of a single payment instrument
- i) The reduction of administrative costs and the enhancement of security due to the optional use of digital signatures for signing Mandates, once electronic signatures become available.

### **1.7.2 Advantages for and Expectations of Debtors**

#### **(👁 e-Mandates)**

For Debtors, the Scheme caters for both businesses and private individuals as potential users. The most important advantages offered by the Scheme to a Debtor are:

- a) A simple means of paying bills, without the risk of late payment and its consequences

- b) The Debtor is easily reachable for SEPA-wide business offers since the Scheme is a single, trusted payment service for all Creditors in SEPA.
- c) Straightforward reconciliation of debits on account statements
- d) The possibility to sign a Mandate on paper or in a fully-electronic way once electronic signatures become available.
- e) A no-questions-asked, fast and simple Refund procedure available within eight weeks of the debit date.

### **1.7.3 Advantages for and Expectations of Participants**

#### **(👁 e-Mandates)**

The most important advantages offered by the Scheme to Participants are:

- a) Processes are highly automated and cost-effective, with end-to-end dematerialisation
- b) The processing cycle is clear, transparent and reliable
- c) Enable the proper management of liabilities and risks
- d) Risk mitigation in inter-bank Settlement and at inter-bank level in general
- e) Creditors must show evidence of properly executed Mandates whenever requested
- f) The Scheme enables the achievement of full STP of all transactions, including, with clear reference to the original transaction, Rejects, Returns, Refunds and Reversals
- g) The Scheme is intended to create conditions which will allow each Participant to build products that can generate reasonable economic returns sufficient to ensure the safety, security, and risk integrity of the Scheme.
- h) Ease of implementation
- i) Use of open standards such as ISO BIC and European IBAN as bank and account identifiers
- j) Unambiguous identification of all SEPA Direct Debit Creditors
- k) Application of a set of harmonised rules and standards

### **1.7.4 Advantages for CSMs**

The separation of scheme from infrastructure will permit the operation of the Scheme by multiple CSMs, provided that the rules, practices and standards of the Scheme are fully met; the service providers may add Additional Optional Services (“AOS”) to the benefit of choice and competition (see section 2.4).

## **1.8 Common Legal Framework**

It is a prerequisite for the launch of the Scheme that the Payment Services Directive (or provisions or binding practice substantially equivalent to those set out in Titles III and IV of the Payment Services Directive) is implemented or otherwise in force in the national law of SEPA countries.

## 2 SCOPE OF THE SCHEME

### 2.1 Application to SEPA

The Scheme is applicable within SEPA<sup>3</sup>, as defined by the EPC.

### 2.2 Nature of the Scheme

#### (👁 e-Mandates) (🔄 AMI)

A SEPA Direct Debit is a payment instrument governed by the Rulebook for making Collections in euro throughout SEPA from accounts designated to accept Collections.

Transactions for the Collection of Funds from a Debtor's account with a Debtor Bank are initiated by a Creditor via the Creditor Bank as agreed between Debtor and Creditor. This is based on an authorisation for the Creditor and the Debtor Bank given to the Creditor by the Debtor for the debit of its account: this authorisation is referred to as the 'Mandate'. The Debtor and Creditor must each hold an account with a Participant located within SEPA.

The Collections executed in accordance with the Rulebook are separate transactions from the underlying contract on which they are based. The underlying contract is agreed on between the Debtor and the Creditor. The Creditor Bank and the Debtor Bank are not concerned with or bound by such contract. They are only involved in the agreement with their respective customers on the Terms and Conditions of the delivery of direct debit related services.

The following key elements are included within the scope of the Scheme: A set of inter-bank rules, practices and standards for the execution of direct debit payments in euro within SEPA by Scheme Participants.

The objective is to provide full electronic end-to-end STP processing of transactions. This will also apply to the various processes for exception handling like Rejects, Returns, Reversals, Refunds, Refusals and Revocations. Only electronic handling of Mandate information is permitted between Participants. Between Debtor and Creditor, a Mandate can be exchanged in either paper or electronic form.

The Scheme leaves room for competition between Participants. It will allow Participants and groups of Participants to develop their own products and offer AOS (see section 2.4) based on the Scheme to their customers to meet particular objectives.

The Scheme gives full discretion to Debtors to accept or refuse a Mandate.

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<sup>3</sup> See footnote section 0.4



## 2.3 Recurrent and One-off Direct Debits

The Scheme caters for both recurrent and one-off Collections. Recurrent direct debits are those where the authorisation by the Debtor is used for regular direct debits initiated by the Creditor. One-off direct debits are those where the authorisation is given once by the Debtor to collect only one single direct debit, an authorisation which cannot be used for any subsequent transaction.

There is no difference in the legal nature of these two types.

## 2.4 Additional Optional Services

The Scheme recognises that individual Participants and communities of Participants will provide complementary services based on the Scheme so as to meet further specific customer expectations. These are described as Additional Optional Services (“AOS”).

The following two types of AOS are identified:

- Additional Optional Services provided by Participants to their customers as value-added services which are nevertheless based on the core payment schemes. These AOS are purely a matter for Participants and their customers in the competitive space.
- Additional Optional Services provided by local, national and pan-European communities of Participants, such as the use of additional data elements in the ISO 20022 XML Standards. Any community usage rules for the use of the SEPA core mandatory subset of the ISO 20022 XML Standards should also be mentioned in this context, although they are not per se AOS. Other AOS may be defined, for example relating to community-provided delivery channels for customers.

Participants may only offer AOS in accordance with the following principles:

- All AOS must not compromise interoperability of the Scheme nor create barriers to competition. The Scheme Management Committee (“SMC”) should deal with any complaints or issues concerning these requirements brought to its attention in relation to compliance with the Rulebooks as part of its normal procedures, as set out in the Internal Rules.
- AOS are part of the market space and should be established and evolve based on market needs. Based on these market needs, the EPC may incorporate commonly used AOS features into the Scheme through the change management processes set out in the Internal Rules.
- There should be transparency in relation to community AOS. In particular, details of community AOS relating to the use of data elements present in the ISO 20022 XML Standards (including any community usage rules for the SEPA core mandatory subset) should be disclosed on a publicly available website (in both local language(s) and English).

These AOS are not further described in the Rulebook as they are generally to be considered as competitive offerings provided by both individual Participants and communities of Participants and are out of scope.

## 2.5 Currency

The Scheme operates in euro.

All transactions will be in euro at the inter-bank level in all process stages, including all exception handling, covering Rejects, Returns, Reversals, Refunds and Revocations.

The accounts of the Debtor and of the Creditor may be in euro or any other currency. Any currency conversion is executed in the Debtor Bank or Creditor Bank. Any such currency conversion, including the related risks for banks, is not governed by the Scheme.

All Returns, Reversals, Refunds and Revocations must be based on the exact euro amount of the originating direct debit.

## 2.6 Reachability

(👁 e-Mandates) (🔄 AMI)

Participants commit to receive payments under the Scheme and to process them according to the rules of the Scheme.

Reachability is a major assumption on which the Scheme is based and is therefore a key success factor for the Scheme.

The additional e-Mandate service is an optional service for Participants in the role of both Creditor Bank and Debtor Bank. The fact that a Participant offers e-Mandate services as a Creditor Bank and/or as a Debtor bank does not change the obligation to be reachable as a Debtor bank for Collections initiated under a paper Mandate.

## 2.7 Rules for Managing the Erroneous use of the Core Scheme

In principle, Participants are only bound, either in the role of a Creditor Bank, or of a Debtor Bank, or in both roles, by the Rules of the Scheme(s) to which they adhere.

The Core Scheme and the B2B Scheme are defined as two separate Schemes, each being described in a separate Rulebook. As some Participants will adhere to and operate both Schemes, as the messages used in both Schemes are based on the same standards and contain almost identical attributes, and as both Schemes are supported by very comparable business processes, errors in automated and manual processes might result in undesired and unintended interference between the two Schemes.

The general principle is that a Participant adhering to the Core Scheme as a Debtor Bank is allowed to reject or return, under the rules of the Core Scheme, collections that are presented by a Creditor Bank as initiated under the B2B Scheme. To support their clients, Debtor Banks may however wish to check the status of the actual Mandate signed by their Debtors.

### 3 ROLES OF THE SCHEME ACTORS

This chapter describes the roles of the actors in the Scheme.

#### 3.1 The Actors

##### (👁 e-Mandates)

The execution of a SEPA Direct Debit involves four main actors:

- The **Creditor**: receives and stores the Mandate from the Debtor to initiate Collections. On the basis of this Mandate, the Creditor collects the direct debits.
- The **Creditor Bank**: is the bank where the Creditor's account is held and which has concluded an agreement with the Creditor about the rules and conditions of a product based on the Scheme. On the basis of this agreement it receives and executes instructions from the Creditor to initiate the Direct Debit Transaction by forwarding the Collection instructions to the Debtor Bank in accordance with the Rulebook.
- The **Debtor Bank**: is the bank where the account to be debited is held and which has concluded an agreement with the Debtor about the rules and conditions of a product based on the Scheme. On the basis of this agreement, it executes each Collection of the direct debit originated by the Creditor by debiting the Debtor's account, in accordance with the Rulebook.
- **The Debtor**: gives the Mandate to the Creditor to initiate Collections. The Debtor's bank account is debited in accordance with the Collections initiated by the Creditor. By definition, the Debtor is always the holder of the account to be debited.
- Creditor Banks and Debtor Banks are Participants in the Scheme. The operation of the Scheme also involves other parties indirectly:
- **CSMs**: CSMs such as an automated clearing house or other mechanisms such as intra-bank and intra-group arrangements and bilateral or multilateral agreements between Participants. The term "CSM" does not necessarily connote one entity. For example, it is possible that the Clearing function and the Settlement functions will be conducted by separate actors. The mechanisms will be as specified in the Framework for the Evolution of the Clearing and Settlement of Payments in SEPA – Including the Principles for SEPA Scheme Compliance and Re-Statement of the PE-ACH Model referred to in section 0.5 (reference [2]).
- **Intermediary Banks**: Banks offering intermediary services to Debtor Banks and/or Creditor Banks, for example in cases where they are not themselves direct participants in a CSM.

## 3.2 Four Corner Model

### (👁 e-Mandates)

The following diagram gives an overview of the contractual relationships and interaction between the main actors.

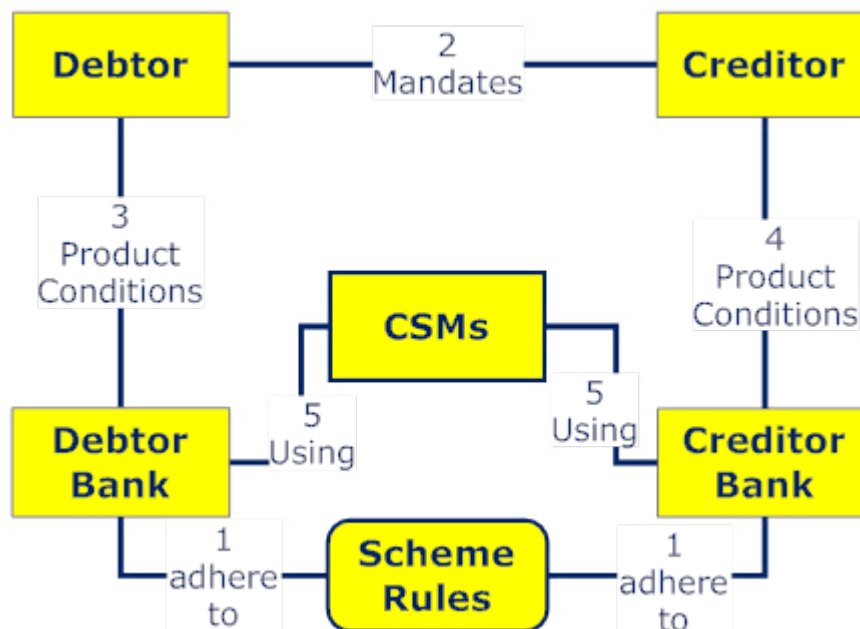


Figure 1: 4-Corner Model - Contractual

The actors will be bound together by a number of relationships, identified on the diagram by numbers:

1. The contractual relationships underlying the Scheme to which all Participants are bound through the Adherence Agreement.
2. Between the Creditor and the Debtor, regarding the requirement to make a payment. This will result in a Mandate, agreed between Creditor and Debtor, and signed by the Debtor. Whilst the data elements required for the Mandate are specified by the Scheme, the underlying relationship is outside the Scheme.
3. Between the Debtor Bank and the Debtor concerning the direct debit service to be provided and related Terms and Conditions. Provisions for this relationship are not governed by the Scheme, but will, as a minimum, cover elements relevant to the execution of a SEPA Direct Debit as required by the Scheme.
4. Between the Creditor Bank and the Creditor concerning the direct debit service to be provided and the related Terms and Conditions. Provisions for this relationship are not governed by the Scheme, but will, as a minimum, cover elements relevant to the execution of a SEPA Direct Debit as required by the Scheme.

5. Between the Creditor Bank and the Debtor Bank and the selected CSM concerning the Terms and Conditions of the services delivered. Provisions for these relationships are not governed by the Scheme, but will, as a minimum, cover elements relevant to the execution of a SEPA Direct Debit. Principles for the operation of such CSMs in relation to SEPA payment instruments are set out within the PE-ACH/CSM Framework (reference [2]).
6. As applicable, between the Creditor Bank and/or the Debtor Bank and any Intermediary Bank. Provisions for these relationships are not governed by the Scheme. This relationship is not illustrated above.

### **3.3 Governing laws**

The governing laws of the agreements in the four-corner model are as follows:

- The Rulebook is governed by Belgian law
- The Adherence Agreements are governed by Belgian law
- The Mandate must be governed by the law of a SEPA country

### **3.4 Relationship with customers**

In accordance with chapter 5, Participants must ensure that the Terms and Conditions are effective so as to enable Participants to comply with their obligations under the Scheme.

## 4 BUSINESS AND OPERATIONAL RULES

This chapter describes the business and operational rules of the Scheme which must be observed by Participants and by other actors as necessary such that the Scheme can function properly. It also describes the datasets used in the Scheme, and the specific data attributes within these datasets.

It is recognised that actors will also be required to establish complementary operational rules and data requirements in relation to the roles they perform and these will be defined separately by those actors.

Datasets and attributes will be represented and transmitted using generally accepted, open, interoperable standards wherever possible (see section 0.5).

### 4.1 The Mandate

(👁 e-Mandates) (🔗 AMI)

The following diagram gives a schematic overview of the main actors and their interaction in the issuing of the Mandate.

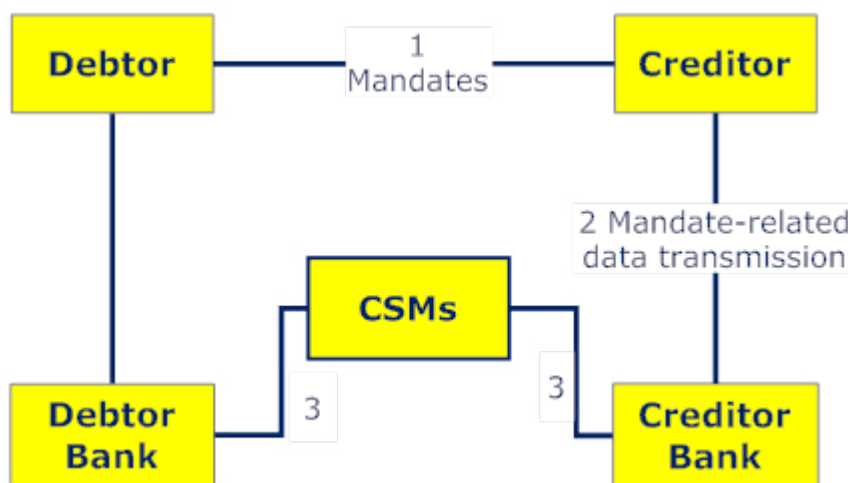


Figure 2: 4-Corner Model - Mandate

The Mandate (1) is the expression of consent and authorisation given by the Debtor to the Creditor to allow such Creditor to initiate Collections for debiting the specified Debtor's account and to allow the Debtor Bank to comply with such instructions in accordance with the Rulebook.

The Debtor completes the Mandate and sends it to the Creditor. A Mandate may exist as a paper document which is physically signed by the Debtor. Alternatively, it may be an electronic document which is created and signed in a secure electronic manner. Under the Scheme, the Creditor is responsible for storing the original Mandate, together with any amendments relating to the Mandate or information regarding its cancellation or lapse.

The Mandate, whether it be in paper or electronic form, must contain the necessary legal text, and the names of the parties signing it. The requirements for the contents of the Mandate are set out in Section 4.7.2 of the Rulebook.

The Mandate must always be signed by the Debtor as account holder or by a person in possession of a form of authorisation (such as a power of attorney) from the Debtor to sign the Mandate on his behalf. The Creditor may offer the Debtor an automated means of completing the Mandate, including the use of an electronic signature. After signing, the Debtor must send the Mandate to the Creditor.

The signed Mandate, whether it be paper-based or electronic, must be stored by the Creditor for as long as the Mandate exists. Any paper Mandate, together with any related amendments or information concerning its cancellation or lapse, must be stored intact by the Creditor according to national legal requirements and its Terms and Conditions with the Creditor Bank. After cancellation, the Mandate must be stored by the Creditor according to the applicable national legal requirements, its Terms and Conditions with the Creditor Bank and as a minimum, for as long as may be required under section 4.6.4 of the Rulebook for a Debtor to obtain a Refund for an Unauthorised Transaction under the Scheme.

When paper-based, the data elements of the signed Mandate must be dematerialised by the Creditor without altering the content of the paper Mandate; when electronic, the data elements must be extracted from the electronic document without altering the content of the electronic Mandates.

The Mandate-related data must be transmitted to the Creditor Bank (2), along with each Collection of a recurrent SEPA Direct Debit or with the one-off Collection. The dematerialised Mandate-related information must be transmitted (3) by the Creditor Bank to the Debtor Bank as part of the Collection in one single flow, using the selected CSM. The Debtor Bank may choose to offer AOS to the Debtor based on the Mandate content. The Creditor Bank may also choose to offer AOS to the Creditor based on the Mandate content.

## 4.2 Collections

### (👁 e-Mandates)

The following diagram gives a schematic overview of the main actors and their interaction in the process for handling Collections.

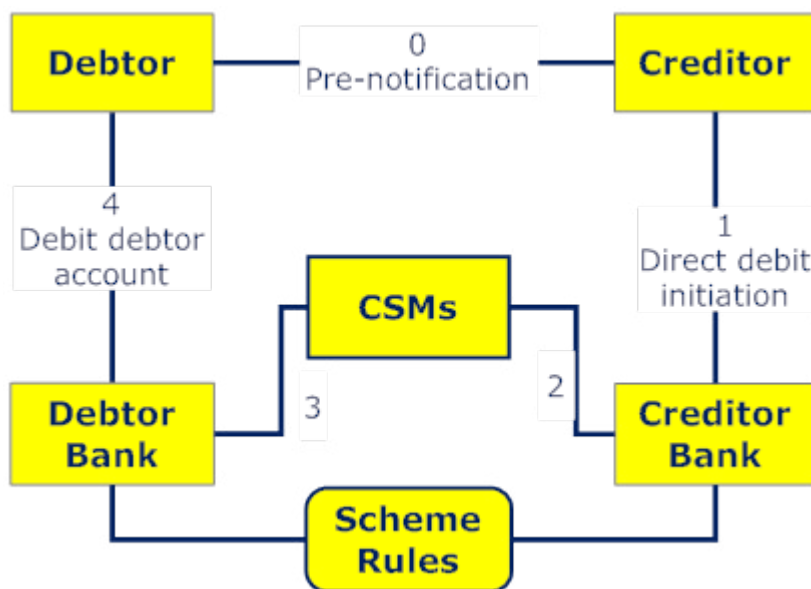


Figure 3: 4-Corner Model – Collections

The Creditor must send a Pre-notification (0) to the Debtor according to the time frame defined in Section 4.3.

After receiving the signed Mandate, the Creditor may initiate Collections (1).

The Creditor must conform to a stipulated period for the submission of Collections in advance of the Settlement Date. For the first of a recurrent series and for one-off direct debits, the minimum period between Due Date and the day on which the Debtor Bank must receive the Collection, is specified in Section 4.3 and is longer than for subsequent direct debits. For such Collections, the Collection must include information that identifies it as the first of a recurrent series under a new Mandate, or as a one-off transaction, in addition to the normal information required. For subsequent Collections in a recurrent series the minimum period is shorter and specified in Section 4.3.

The Creditor Bank will send Collections to the Debtor Bank through a selected CSM (2).

The relevant CSM will process the transaction, send the necessary Collections in accordance with the Settlement Cycle (3), and make the necessary arrangements for Settlement.

The Debtor Bank must debit the Debtor's account if the account status allows this. It may also choose to offer AOS (4) to its Debtors, but it is not obliged to do so by the Scheme.

The Debtor has the right to instruct the Debtor Bank to completely prohibit his bank account to be debited for any Collection. The Debtor Bank must offer this service to its customers.



The Debtor Bank may reject a Collection prior to Settlement, either for technical reasons or because the Debtor Bank is unable to accept the Collection for other reasons, e.g. account closed, Customer deceased, account does not accept direct debit, or for reasons pursuant to Article 78 of the Payment Services Directive, or because the Debtor wishes to refuse the debit.

The Debtor Bank may return a Collection after Settlement up to five Inter-Bank Business Days after the Settlement Date, either for technical reasons or because the Debtor Bank is unable to accept the Collection for other reasons, e.g. account closed, Customer deceased, account does not accept direct debit, or for reasons pursuant to Article 78 of the Payment Services Directive, or because the Debtor wishes to refuse the debit. The Scheme rules provide a contractual entitlement for the Debtor Bank to recover the amount of this Return from the Creditor Bank. The Creditor Bank is entitled to recover the amount of this Return from the Creditor in accordance with its Terms and Conditions with the Creditor.

Accordingly, the point in time of receipt in relation to a Collection coincides with the Due Date, taking into account section 4.3.2 of the Rulebook, and as permitted by and pursuant to Article 64 of the Payment Services Directive.

The Debtor is entitled to obtain a Refund by request to the Debtor Bank in accordance with sections 4.3 and 4.4 of the Rulebook. Where a Debtor is entitled to a Refund under the Rulebook, the Debtor Bank must refund the Debtor. The Scheme rules provide a contractual entitlement for the Debtor Bank to recover the amount of this Refund from the Creditor Bank. The Creditor Bank is entitled to recover the amount of this Refund from the Creditor in accordance with its Terms and Conditions with the Creditor. This Refund does not relieve the Debtor of its responsibility to resolve any issues in respect of the disputed Collection with the Creditor, nor does the payment of a Refund by the Debtor Bank prejudice the outcome of such a dispute. Issues in respect of any disputes or discussions between a Debtor and a Creditor in relation to a Collection are outside the scope of the Scheme.

For a recurrent direct debit, and in line with the Mandate, the Creditor may generate subsequent Collections. In turn, these will be submitted by the Creditor Bank to the CSM, which will then submit them to the Debtor Bank for debiting of the account of the Debtor.

If a Creditor does not present a Collection under a Mandate for a period of 36 months (starting from the date of the latest Collection presented, even if rejected, returned or refunded), the Creditor must cancel the Mandate and is no longer allowed to initiate Collections based on this cancelled Mandate. If there is a further requirement for a direct debit, a new Mandate must be established. The Rulebook does not oblige the Debtor Bank or the Creditor Bank to check the correct application of this rule; it is only an obligation for the Creditor.

### 4.3 Time Cycle of the Processing Flow

#### (👁 e-Mandates)

The processing flow of a Collection is described as follows:

- Key dates for normal flow
- Key dates for exceptions
- Cut-off Times
- Time cycle

An Inter-Bank Business Day is a day on which banks generally are open for inter-bank business. The TARGET Days Calendar is used to identify Inter-Bank Business Days. TARGET is the Trans-European Automated Real-time Gross Settlement Express Transfer System. To avoid frequent changes to TARGET closing days and thus the introduction of uncertainties into financial markets, a long-term calendar for TARGET closing days has been established and applied since 2002. It is published by the European Central Bank.

A Banking Business Day means, in relation to a Participant, a day on which that Participant is open for business, as required for the execution of a SEPA Direct Debit. A Calendar Day is any day of the year.

#### 4.3.1 Standard Relation between Key dates

The day on which Settlement takes place is called the **Settlement Date**.

The day on which the Debtor's account is debited is called the **debit date**.

The **Due Date (day 'D')** of the Collection is the day when the payment of the Debtor is due to the Creditor. It must be agreed on in the underlying contract or in the general conditions agreed between the Debtor and the Creditor.

The general rule is that the key dates:

**Due Date, Settlement Date, and debit date are the same date.**

The general rule is achieved when the following assumptions are true:

- The Collection contains a Due Date in accordance with the Scheme rules
- The Debtor Bank and the Creditor Bank are able to settle on Due Date
- The CSM is open for Settlement on Due Date
- The Debtor Bank is willing to debit the Debtor's account by the amount of the Collection on Due Date

#### 4.3.2 Non-Standard Relation between Key Dates

There are several conditions under which the standard relation between key dates cannot be respected, as follows:

- If for any reason, the Collection is delayed and has a Due Date that does not allow the Collection to be received by the Debtor Bank according to the rule described in Section 4.3.4, then this Due Date must be replaced by the earliest possible new Due Date by the Creditor or the Creditor Bank as agreed between them. At inter-bank level, a given Due Date may never be changed.
- If the Due Date falls on a day which is not an Inter-Bank Business Day, then the Settlement Date will be the next Inter-Bank Business Day.
- If the Settlement Date falls on a day which is not a Banking Business Day for the Debtor Bank, then the debit date will be the next Banking Business Day.
- If the Debtor Bank cannot debit the Debtor's account on the Due Date (for example, insufficient Funds available or the need to carry out additional checks, as agreed with the customer) the debit can be executed later. The Debtor Bank must always carry out the Return in time, in order to respect that the Returns can be settled on D+5 Inter-Bank Business Days at the latest.

#### 4.3.3 Cut-off Times


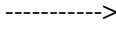
(‘ AMI)

The Scheme only covers the time cycle expressed in days. Cut-off Times at specific times of the day must be agreed upon between the CSM and the Participants, as well as between the Creditor Banks and Debtor Banks and Creditors and Debtors.

#### 4.3.4 Time Cycle

The diagram on the following page portrays the transaction as a set of steps in the order in which they occur, except for the detailed description of the Refund for an Unauthorised Transaction. It only shows the steps needed for the understanding of the time cycle.

In the diagram, the following abbreviations are used:

<b>Legend:</b>	
	Black – data flows
	Red and/or broken line – financial flows
<b>CB</b>	Creditor Bank
<b>DB</b>	Debtor Bank
<b>CSM</b>	Clearing and Settlement Mechanism
<b>*TD</b>	Counted in Inter-Bank Business Days (TARGET Days)
<b>**CD</b>	Counted in Calendar Days
<b>***BD</b>	Counted in Banking Business Days

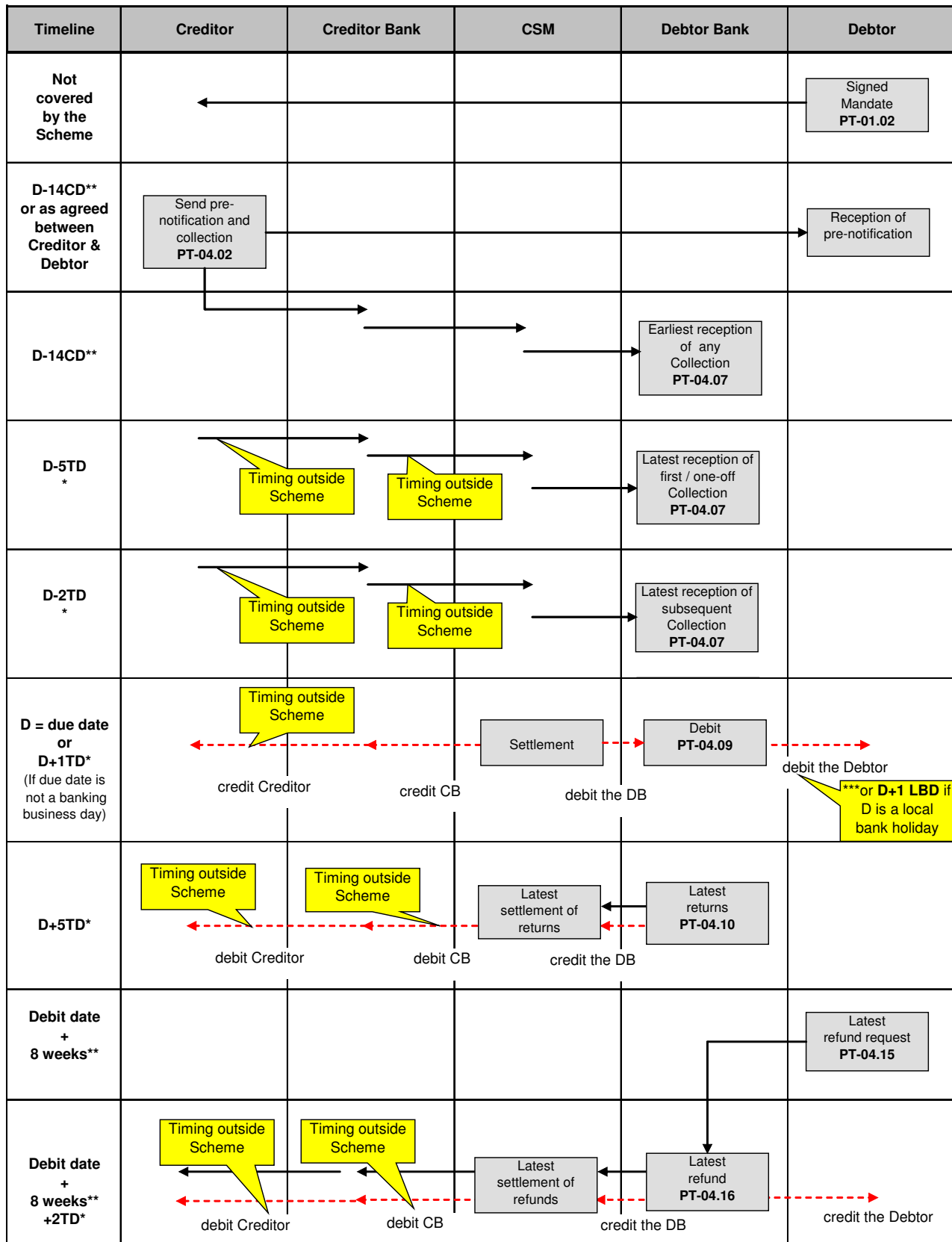


Figure 4: Processing Flow Time Cycles

The direct debit processes respect the following time-cycle rules:

- The Pre-notification must be sent by the Creditor at the latest 14 Calendar Days before the Due Date unless another time-line is agreed between the Debtor and the Creditor.
- The Creditor is allowed to send the Collection to the Creditor Bank after the Pre-notification is sent to the Debtor, but not earlier than 14 Calendar Days before the Due Date, unless otherwise agreed between the Creditor and the Creditor Bank.
- If a Collection is a first or a one-off Collection, the Creditor Bank must send the Collection to the Debtor Bank so that the Debtor Bank receives the Collection from the Creditor Bank via the CSM at the latest five Inter-Bank Business Days before Due Date and not earlier than 14 Calendar Days before the Due Date.

As an option of the Scheme, and based on an agreement between the Debtor Bank and the Creditor Bank (or a community of banks), due to specific legal requirements or specific business requirements for which the direct debit payment from the Debtor has to be made earlier than allowed by the standard time cycle above, the Debtor Bank may accept to receive the Collection at the latest one (1) Inter-Bank Business Day before Due Date for specific service transaction types. All other direct debits must use the standard time cycle.

- If a Collection is a subsequent Collection in a series of recurrent Collections, the Creditor Bank must send the Collection to the Debtor Bank so that the Debtor Bank receives the Collection from the Creditor Bank via the CSM at the latest two Inter-Bank Business Days before Due Date and not earlier than 14 Calendar Days before the Due Date.

As an option of the Scheme, and based on an agreement between the Debtor Bank and the Creditor Bank (or a community of banks), due to specific legal requirements or specific business requirements for which the direct debit payment from the Debtor has to be made earlier than allowed by the standard time cycle above, the Debtor Bank may accept to receive the Collection at the latest one (1) Inter-Bank Business Day before Due Date for specific service transaction types. All other direct debits must use the standard time cycle.

- The latest date for Settlement of the Returns is five Inter-Bank Business Days after the Settlement Date of the Collection presented to the Debtor Bank.
- Debtors are entitled to request a Refund for any SEPA Direct Debit within eight weeks from the date on which the amount of the SEPA Direct Debit was debited from the account of the Debtor. Within this eight-week period, Refunds will be provided to the Debtor by the Debtor Bank on a no-questions-asked basis.
- If the request for a Refund concerns an Unauthorised Transaction (see definition in section 4.4 under **Refunds**), a Debtor must present its claim to the Debtor Bank within 13 months of the debit date in accordance with Article 58 of the Payment Services Directive. Section 4.6.4, PT-04.21 provides guidance for Participants to determine whether a transaction may be considered as being unauthorised.

- The latest day for the Settlement of a Refund for authorised transactions is two Inter-Bank Business Days after the date on which the deadlines specified in paragraph (6) above come to an end. Rules as to any claims between the Creditor and the Creditor Bank in respect of the Refund payments under the Rulebook are outside the scope of the Scheme.
- The latest day for the Settlement of a Refund for Unauthorised transaction is at the latest 30 calendar days + four Inter-bank Business Days after the date on which the deadlines specified in paragraph (7) above come to an end. Rules as to any claims between the Creditor and the Creditor Bank in respect of the Refund payments under the Rulebook are outside the scope of the Scheme.
- The Creditor Bank must ensure that Returns or Refunds that are presented for Settlement later than the latest day allowed by these rules are not processed by the Creditor Bank or by the CSM mandated to act as such and that the Debtor Bank is informed of this.
- Reversals may only be processed from Settlement date and within the five Inter-Bank Business Days following the Due Date requested in the original Collection. Later presentations must not be processed by the Creditor Bank or CSMs mandated to act as such and the Debtor Bank must be so informed.

The timing for crediting the Creditor for the Collections is outside of the scope of the Scheme.

Once a Debtor Bank has determined that a transaction is unauthorised in accordance with Article 58 and 59 of the Payment Services Directive, a Debtor Bank is obliged to immediately refund the Debtor with the amount of the SEPA Direct Debit pursuant to Articles 59 and 60 of the Payment Services Directive.

#### 4.3.5 Charging Principles

##### (🔗 AMI)

Charges to Customers will be based on the shared principle such that the Creditor and Debtor are charged separately and individually by the Creditor Bank and Debtor Bank respectively. The basis and level of charges to Customers are entirely a matter for individual Participants and their Customers.

#### 4.4 Exception Handling

##### (👁 e-Mandates)

The processing of a Direct Debit Collection is handled according to the time frame described in the Rulebook. If for whatever reason, any party cannot handle the Collection in the normal way, the process of exception handling starts at the point in the process where the problem is detected. Direct Debit Transactions that result in exception processing are referred to as 'R-transactions'. R-transactions presented within the Scheme rules must be processed.

The various messages resulting from these situations are handled in a standard manner at both process and dataset level.

**Rejects** are Collections that are diverted from normal execution, prior to inter-bank Settlement, for the following reasons:

- Technical reasons detected by the Creditor Bank, the CSM, or the Debtor Bank, such as invalid format, wrong IBAN check digit
- The Debtor Bank is unable to process the Collection for such reasons as are set out in Article 78 of the Payment Services Directive.
- The Debtor Bank is unable to process the Collection for such reasons as are set out in section 4.2 of the Rulebook (e.g. account closed, Customer deceased, account does not accept direct debits).
- The Debtor made a Refusal request to the Debtor Bank. The Debtor Bank will generate a Reject of the Collection being refused.

**Refusals** are claims initiated by the Debtor before Settlement, for any reason, requesting the Debtor Bank not to pay a Collection. This Refusal must be handled by the Debtor Bank in accordance with the conditions agreed with the Debtor. If the Debtor Bank agrees to handle the claim prior to inter-bank settlement, the Refusal results in the Debtor Bank rejecting the associated Collection. (Note: In addition to this ability to refuse individual transactions, the Debtor has the right to instruct the Debtor Bank to prohibit any direct debits from his bank account). When handled after Settlement, this Refusal is referred to as a **Refund** claim. (See description underneath in the Refund section).

**Returns** are Collections that are diverted from normal execution after inter-bank Settlement and are initiated by the Debtor Bank.

**Reversals:** When the Creditor concludes that a Collection should not have been processed a Reversal may be used after the Clearing and Settlement by the Creditor to reimburse the Debtor with the full amount of the erroneous Collection. The Rulebook does not oblige Creditor Banks to offer the Reversal facility to the Creditors. For Debtor Banks, it is mandatory to handle Reversals initiated by Creditors or Creditor Banks. Creditors are not obliged to use the Reversal facility but if they do so, a Reversal initiated by the Creditor must be handled by the Creditor Bank and the Debtor Bank. Reversals may also be initiated by the Creditor Bank for the same reasons. Debtor Banks do not have to carry out any checks on Reversals received.

**Revocations** are requests by the Creditor to recall the instruction for a Collection until a date agreed with the Creditor Bank. This forms part of the bilateral agreement between Creditor and Creditor Bank and is not covered by the Scheme.

**Requests for cancellation** are requests by the Creditor Bank to recall the instruction for a Collection prior to Settlement. This forms part of the bilateral agreement between Creditor Bank and CSM and is not covered by the Scheme.

**Refunds** are claims by the Debtor for reimbursement of a direct debit. A Refund is available for authorised as well as for unauthorised direct debit payments in accordance with the rules and procedures set out in the Rulebook. A request for a Refund must be sent to the Debtor Bank after Settlement and within the period specified in section 4.3.



The Debtor Bank has the right to receive compensation, called the Refund compensation, from the Creditor Bank for the related interest loss incurred by the Debtor Bank. See PT-04.16 for the detailed description.

Rejects, Returns and Refunds of Collections must be cleared and settled via the CSM used for the Clearing and Settlement of the initial Collection, unless otherwise agreed between banks. A process for Reject, Return and Refund must be offered by any CSM which is to offer services relating to the Scheme.

## 4.5 Process Descriptions

### ( AMI)

The naming conventions used in the following sections are described below:

The descriptions are based on the concepts of Process (Section 4.5), Process-step (Section 4.6), Dataset (Section 4.7) and Attribute (Section 4.8):

- A **Process** is defined as the realisation in an end-to-end approach of the major business functions executed by the different parties involved
- A **Process-step** is defined as the realisation of each step of one process executed by the parties involved in that step
- A **Dataset** is defined as a set of attributes required by the Rulebook
- An **Attribute** is defined as specific information to be used in the Rulebook

For facilitating the reading and the use of the Rulebook, structured identification-numbers are used as follows:

**Processes:** PR-xx, where xx represents the unique sequence number


**Process-steps:** PT-xx.yy, where yy is the unique sequence number of the Process-step inside Process xx

**Datasets:** DS-xx, where xx represent the unique sequence number

**Attributes:** AT-xx, where xx represents the unique sequence number

The values used above are only intended as an identifier. In any series of sequence numbers some values might not be present, as during the development of the Rulebook, some items were deleted and the remaining items were not renumbered.

The various processes and their steps are described with the aid of diagrams.

The following processes constitute the Scheme: () eMandates)



<b>PR-01</b>	Issuing the Mandate
<b>PR-02</b>	Amendment of the Mandate
<b>PR-03</b>	Cancellation of the Mandate
<b>PR-04</b>	Collection of the Direct Debit Collection (covering both correct transactions and R-transactions arising from the processing of a Collection)
<b>PR-05</b>	Reversal of a Collection
<b>PR-06</b>	Obtain a copy of a Mandate



#### 4.5.2 Amendment of the Mandate (PR-02)

##### (👁 e-Mandates)

**PT-02.01** The amendment of the Mandate is handled between the Creditor and the Debtor. AT-24 (in Section 4.8) contains the list of circumstances for amendment of a Mandate.

**PT-02.02** After acceptance by the Creditor, the Creditor must dematerialise the amended Mandate, archive the document, and send the information on the Mandate to the Creditor Bank as part of the next Collection, as described in PT-04.03.

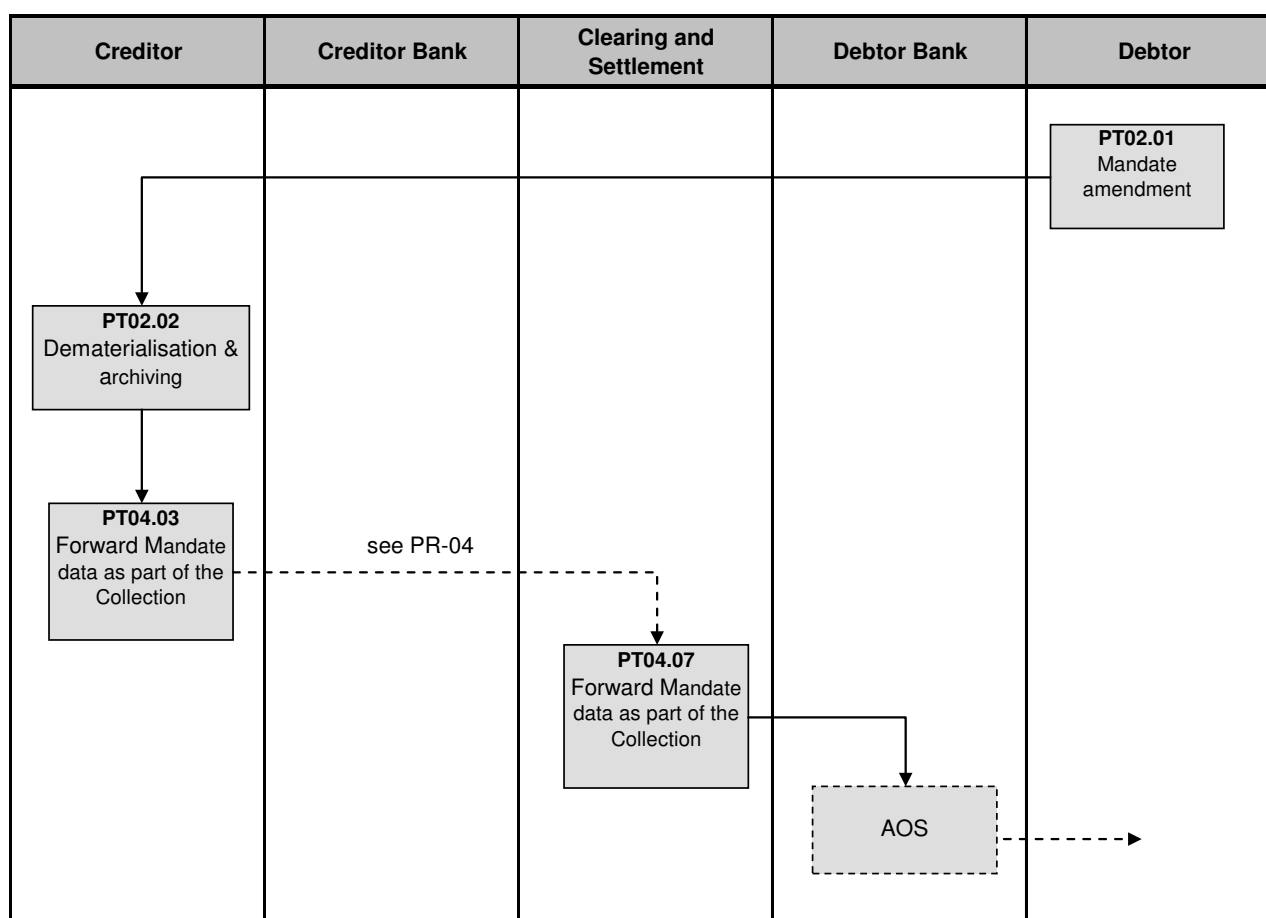


Figure 6: PR02 - Amendment of the Mandate

#### 4.5.3 Cancellation of the Mandate (PR-03)

##### (👁 e-Mandates)

- PT-03.01** The cancellation of the Mandate is carried out between the Creditor and the Debtor without the involvement of either of their banks.
- PT-03.02** The archiving of the document confirming the cancellation is done by the Creditor.
- PT-03.03** The cancellation of the Mandate may be forwarded in the last Collection initiated by the Creditor under the Mandate involved in the cancellation, as described in PT-04.03.

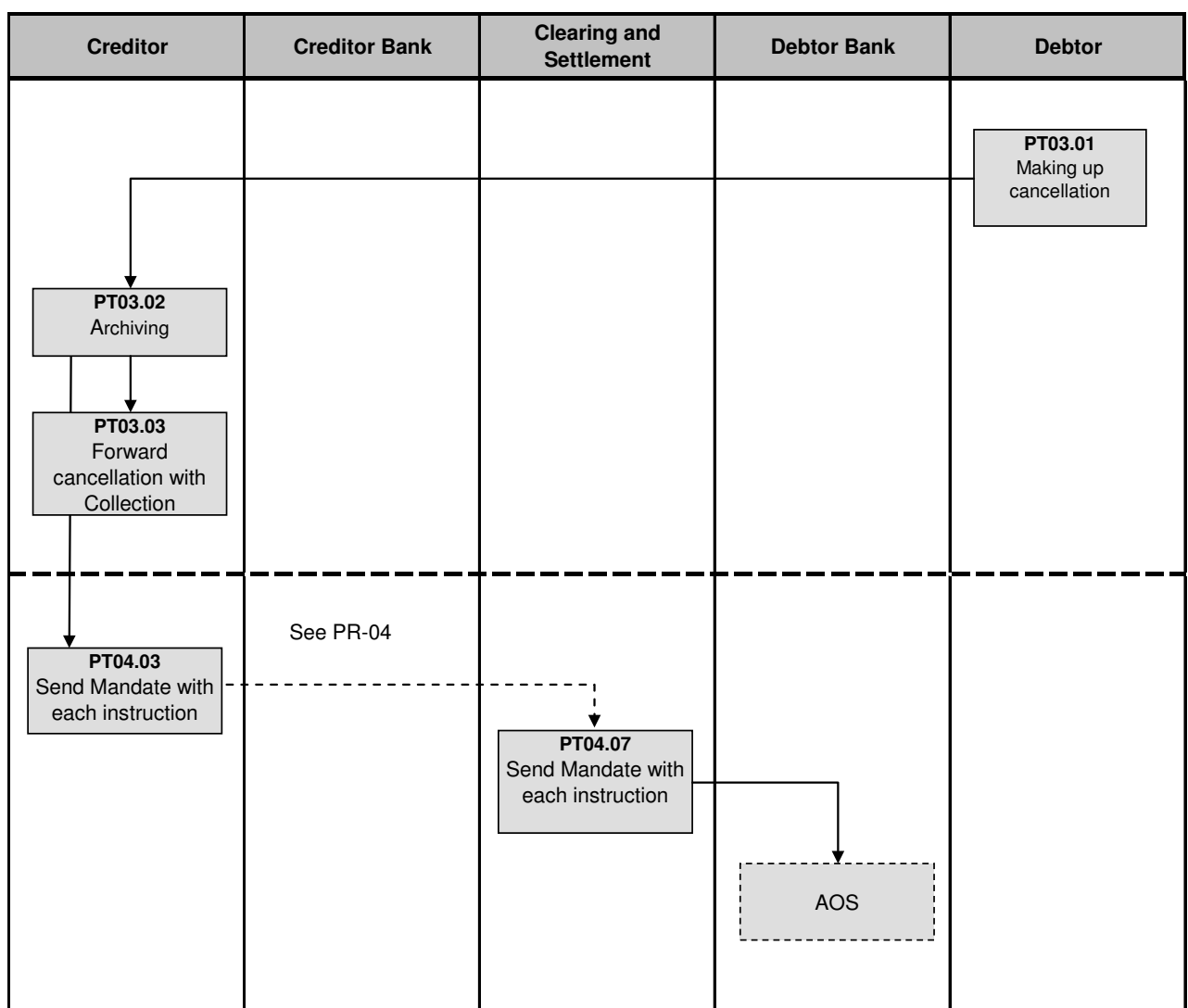


Figure 7: PR03 - Cancellation of the Mandate

#### 4.5.4 Collection of the Direct Debit Transaction (PR-04)

This process covers both correct transactions and R-transactions arising from the processing of a Collection.

- PT-04.01**      The Creditor generates the data for the Collection of the transactions.
- PT-04.02**      The Creditor pre-notifies the Debtor of the amount and date on which the Collection will be presented to the Debtor Bank for debit.
- PT-04.02bis**    The Debtor may instruct a Refusal to the Debtor Bank.
- PT-04.03**      The Creditor sends the Collections, including the Mandate-related information, to the Creditor Bank.
- PT-04.04**      The Creditor Bank Rejects some Collections received from Creditors.
- PT-04.05**      The Creditor Bank sends the Collections to the CSM.
- PT-04.06**      The CSM Rejects some Collections received from the Creditor Bank
- PT-04.07**      The CSM sends the Collections to the Debtor Bank in accordance with the Settlement Cycle.
- PT-04.08**      The Debtor Bank Rejects some Collections before Settlement.
- PT-04.09**      The Debtor Bank debits the Debtor's account with the amount of the transaction.
- PT-04.10**      The Debtor Bank sends the returned Collection back to the CSM after Settlement.
- PT-04.11**      The CSM sends the returned Collection back to the Creditor Bank.
- PT-04.12**      The Creditor Bank debits the Creditor with the amount of the returned Collection.
- PT-04.13**      The Creditor must handle the disputed Collection with the Debtor, without involvement of the banks.
- PT-04.15**      If a transaction is disputed, the Debtor may instruct his bank to reimburse the debited amount for a Refund.
- PT-04.16**      The Debtor Bank credits the Debtor's account and sends the Refund messages to the CSM.
- PT-04.17**      The CSM sends the Collection Refunds to the Creditor Bank.
- PT-04.18**      The Creditor Bank debits the Creditor with the amount of the Refunded Collections.

- PT-04.19** The Creditor must handle the disputed Collection directly with the Debtor, without involvement of the banks.
- PT-04.20** The Debtor initiates a request for a Refund (after the eight weeks Refund period) for an Unauthorised Transaction.
- PT-04.21** The Debtor Bank accepts or rejects the Request for Refund - requests Mandate Copy from Creditor Bank.
- PT-04.22** The Creditor Bank forwards the request for Refund to the Creditor.
- PT-04.23** The Creditor investigates the request for Refund and provides a response.
- PT-04.24** The Debtor Bank decides on the claim, sends the Refund of an Unauthorised Transaction to the CSM.
- PT-04.25** The CSM sends the Refund of an Unauthorised Transaction to the Creditor Bank.
- PT-04.26** The Creditor Bank debits the Creditor with the amount of the refunded Unauthorised Transaction.
- PT-04.27** The Creditor handles the dispute of a Refund for an Unauthorised Transaction (out of scope of the Scheme).

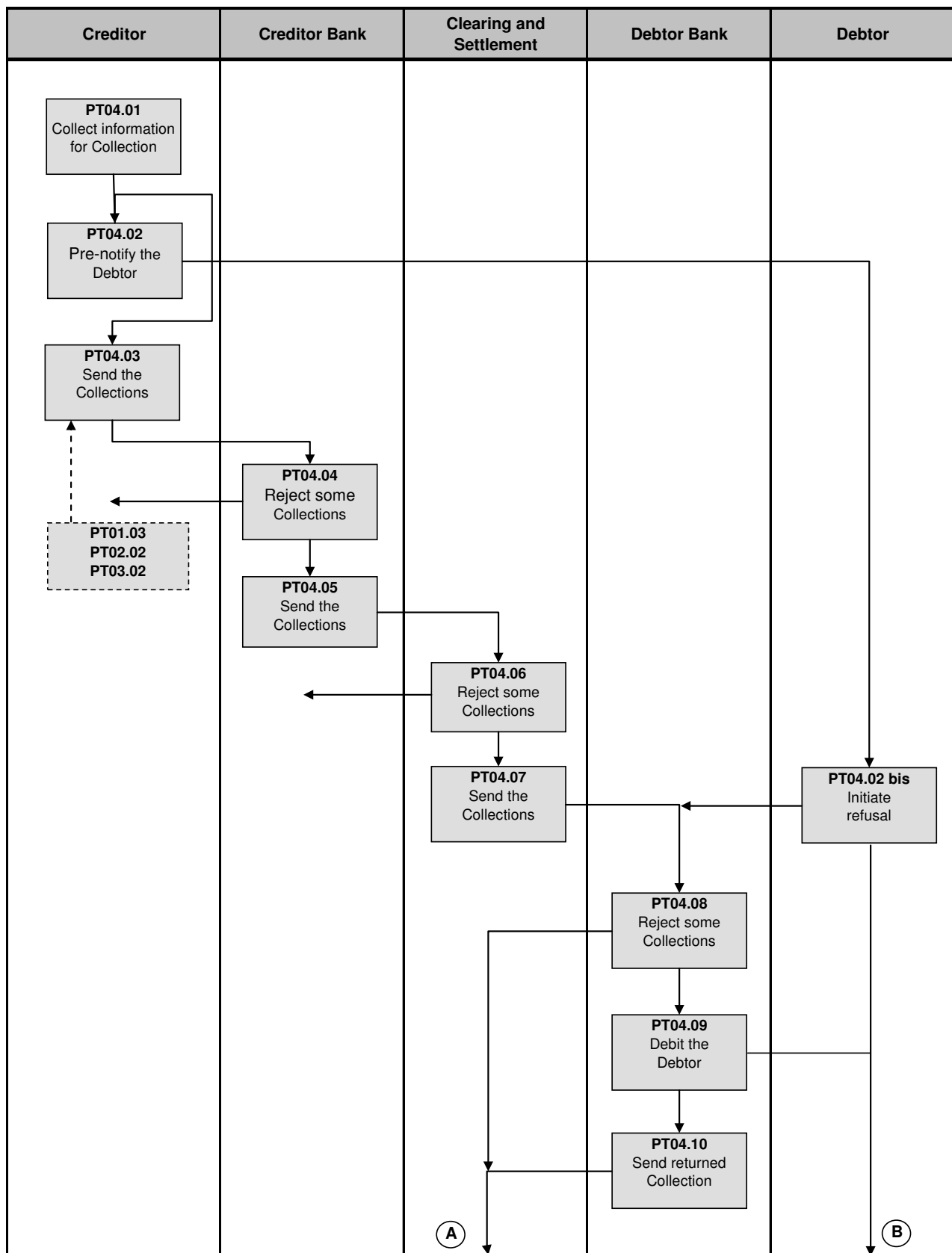


Figure 8: PR04 - Collection of Direct Debit (1)

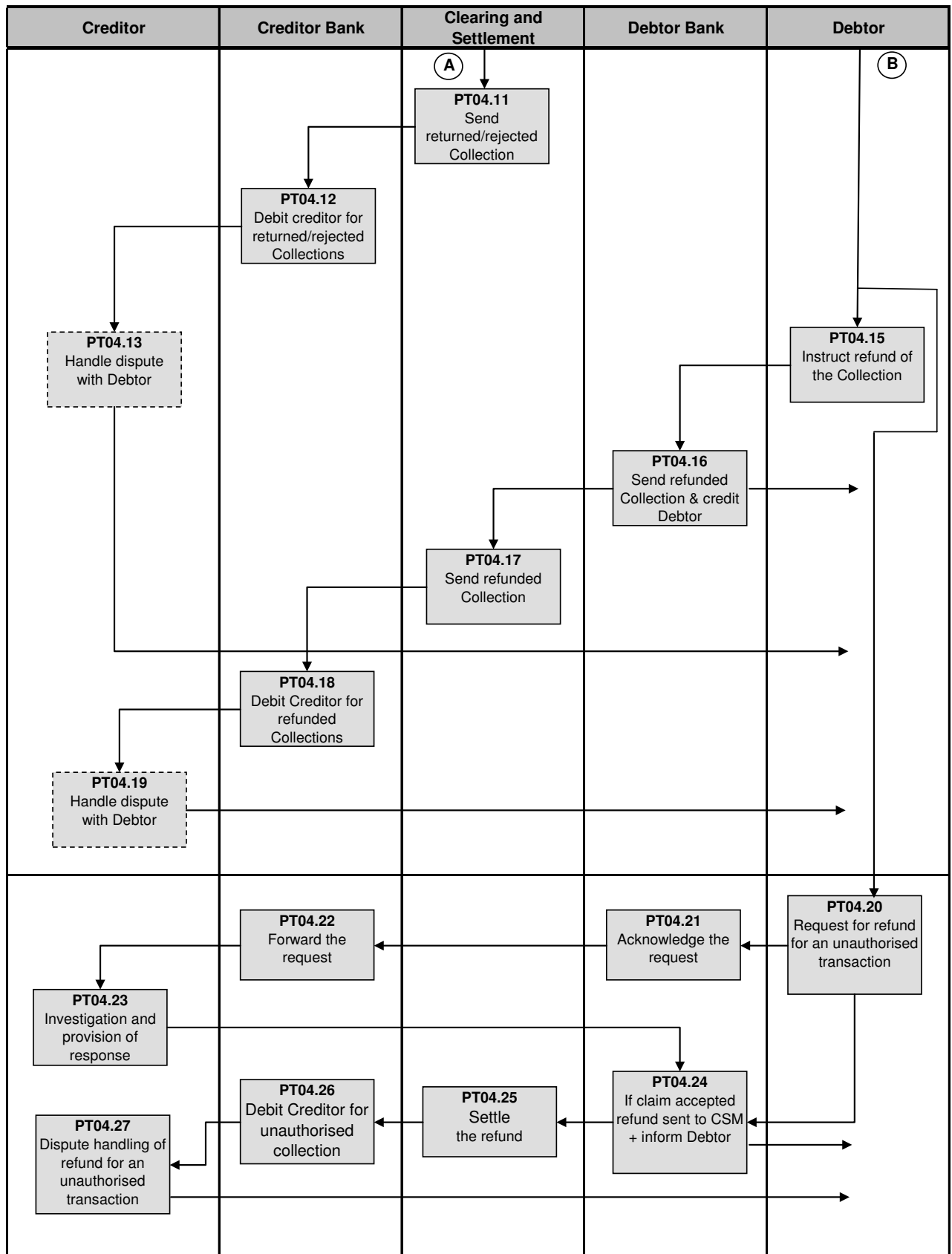


Figure 9: PR04 - Collection of Direct Debit (2)



#### 4.5.5 Reversal of a Direct Debit Transaction (PR-05)

- PT-05.01** The Creditor initiates Reversals of settled Collections.
- PT-05.02** The Creditor Bank submits Reversals to the CSM for transactions that were collected by the Creditor by mistake.
- PT-05.03** The CSM forwards Reversals of settled Collections to the Debtor Bank.
- PT-05.04** The Debtor Bank credits the Debtor with the amount of the Reversal of a settled Collection, without any obligation to check if the original Collection has been debited from the Debtor's account or has been rejected, returned or refunded.

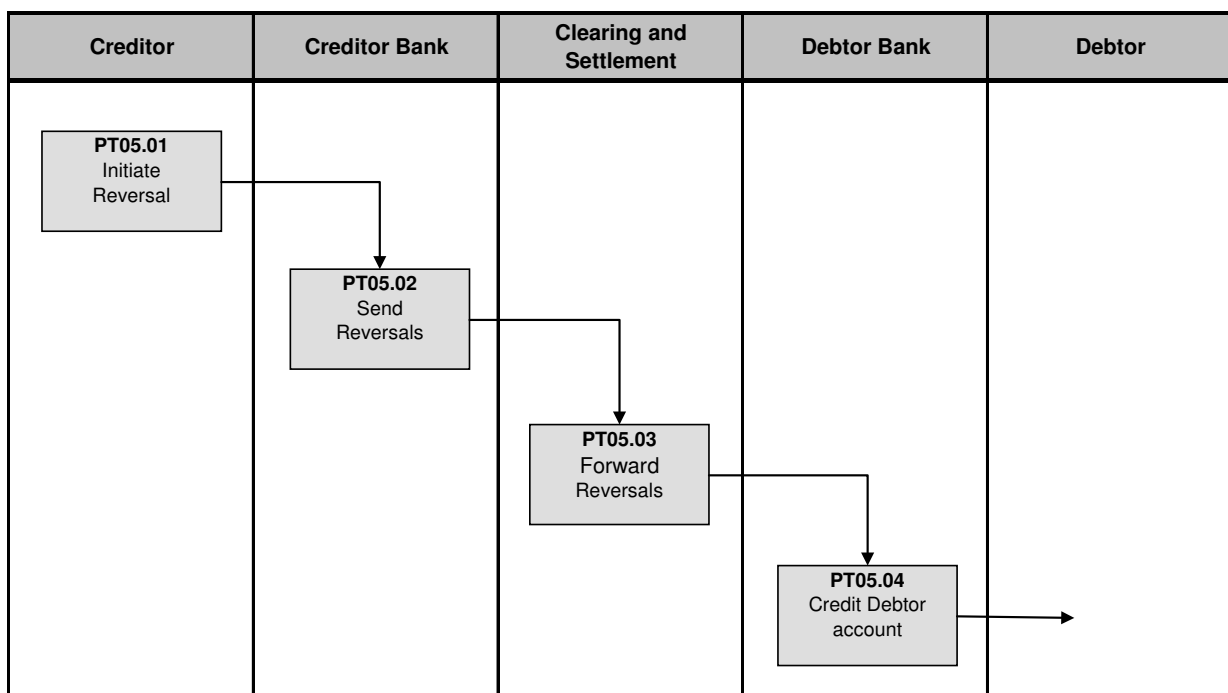


Figure 10: PR05 - Reversal of a Transaction

#### 4.5.6 Obtain a copy of a Mandate (PR-06)

- PT-06.01** Debtor Bank sends a request to the Creditor Bank for obtaining a copy of a Mandate.
- PT-06.02** Creditor Bank forwards the request to the Creditor.
- PT-06.03** Creditor sends the copy of the Mandate requested to the Creditor Bank.
- PT-06.04** Creditor Bank sends the copy of the Mandate requested to the Debtor Bank.

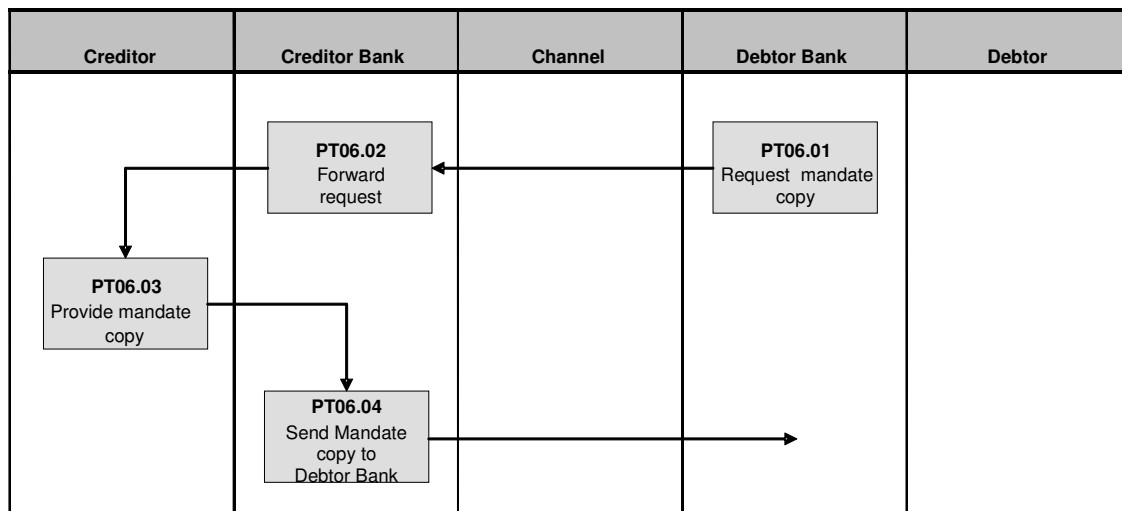


Figure 11: PR06 – Obtain a Copy of a Mandate

## 4.6 Description of the Process Steps

### 4.6.1 Issuing of the Mandate (PR-01)

#### PT-01.01 – The Issuing/Signing of a Paper Mandate

<b>Description</b>	<p>The initiative to issue a Mandate may be taken by either the Creditor or the Debtor.</p> <p>The Creditor must ensure that the Mandate document contains the mandatory legal wording and the mandatory set of information as specified in dataset DS-01: The Mandate.</p> <p>The Mandate document is standardised in content but not in layout.</p> <p>The Debtor must ensure that the mandatory set of information is filled in on the Mandate document. If the Unique Mandate Reference is not available at the point in time of signing of the Mandate, the Unique Mandate Reference must be provided by the Creditor to the Debtor before the first initiation of a Collection.</p> <p>The Debtor must sign the Mandate and give it to the Creditor.</p> <p>The Creditor is bound by his agreement with the Debtor, in the presentation of the instructions for Collection.</p>
<b>Starting day/time</b>	After Creditor registration and before Collection of the first Collection.
<b>Duration</b>	No limit
<b>Information Output</b>	The signed Mandate on paper

#### PT-01.02 – The Signing of a Mandate Electronically

<b>Description</b>	Procedures for the electronic signature of Mandate are subject to agreement between Scheme Participants.
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#### PT-01.03 – Dematerialisation/Archiving of Mandates

<b>Description</b>	<p>The Creditor dematerialises the paper Mandate. DS-02 describes the data to be dematerialised. The process of dematerialisation consists of the conversion of the written information on the paper Mandate into electronic data. It is strongly recommended that Creditors use proven techniques for this process, such as the double-keying of important information items, cross-checking between information items, etc.</p> <p>The paper version must be kept in a safe place during the existence of the Mandate. After cancellation, the Mandate must be stored by the Creditor according to the national legal requirements and as a minimum as long as the Refund period defined for an Unauthorised Transaction.</p> <p>The Creditor must send the information on the signed Mandates, after dematerialisation, to the Creditor Bank as part of each transaction based on this Mandate as described in PT04.03.</p>
<b>Starting day/time</b>	On receipt of the signed Mandate by the Creditor.
<b>Information Input</b>	The Mandate data.
<b>Information Output</b>	The dematerialised Mandate dataset (DS-02).

#### 4.6.2 Amendment of the Mandate (PR-02)

##### PT-02.01 – Mandate Amendment Handled Between Creditor and Debtor

<b>Description</b>	The amendment of the Mandate is agreed between the Creditor and the Debtor and may be necessary for various reasons. See the description of AT-24 in Section 4.8 for reasons.
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##### PT-02.02 – Mandate Amendment Procedures

<b>Description</b>	<p>The Creditor must dematerialise the Mandate, archive the document, and send the information on the amended Mandate to the Creditor Bank if the changes in the Mandate are of any concern for the Creditor Bank or for the Debtor Bank, as part of the next Collection.</p> <p>The Creditor or the Debtor can amend the Mandate at any time.</p> <p>The amendments of the Mandate that are of concern for the Creditor Bank or for the Debtor Bank, are the following :</p> <ul style="list-style-type: none"> <li>• The Creditor needs to change the unique Mandate reference of an existing Mandate because of internal organisational changes ( restructuring)</li> <li>• The Creditor identity has changed due to the merger, acquisition, spin-off or organisational changes</li> <li>• The Creditor has changed his name</li> <li>• The Debtor decides to use another account within the same bank or in another bank</li> </ul> <p>The Creditor and the Debtor are responsible and liable for the amendment of the Mandate characteristics for which they are responsible should one or more of these characteristics change during the lifetime of the Mandate.</p>
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When the identity of the Creditor has changed because of merger or acquisition, the ‘new’ Creditor must inform the Debtor of the related mandate amendments by any means (letter, mail ...) to avoid any further dispute by the Debtor on a Collection, not recognizing the Creditor name or identifier on his account statement

The Creditor must issue a direct debit respecting the time-cycle of the first direct debit, when the cause of the amendment is that the Debtor decides to use another account in another bank

**Information  
Output**

The Mandate amendment data sent by the Creditor as part of the next Collection.

#### 4.6.3 Cancellation of the Mandate (PR-03)

##### PT-03.01 – Mandate Cancellation between Creditor and Debtor

**Description**

The cancellation of the Mandate is carried out by the Creditor and the Debtor without the involvement of either of their banks.

##### PT-03.02 – Cancellation /Archiving by Creditor

**Description**

The archiving of the cancellation is executed by the Creditor. After the cancellation of the Mandate, the signed paper Mandate must be stored by the Creditor according to the applicable national legal requirements and as a minimum for a period as long as the Refund period defined for an Unauthorised Transaction.

#### 4.6.4 Collection of the Direct Debit Transaction (PR-04)

##### (👁 e-Mandates)

##### PT-04.01 – Generation of Collection Data by Creditor

**Description**

The Creditor prepares the Collection of Direct Debit Transactions to be sent to the Creditor Bank. The data to be used in the Collection is described in DS-03.

**Starting  
day/time**

At any date

**Duration**

No limits

**Information  
Output**

The instruction for Collection, containing the data of DS-03.

## PT-04.02 – Creditor to Debtor Pre-notification

<b>Description</b>	<p>Prior to the sending of the Collection to the Creditor Bank, the Creditor notifies the Debtor of the amount and due date. This notification may be sent together with or as part of other commercial documents (e.g. an invoice) or separately.</p> <p>The Pre-notification could also include:</p> <ul style="list-style-type: none"> <li>• The schedule of payments for a number of repetitive direct debits for an agreed period of time</li> <li>• An individual advice of a Collection for collection on a specified Due Date</li> </ul> <p>The Creditor and the Debtor may agree on another time-line for the sending of the pre-notification.</p>
<b>Duration</b>	No limit.
<b>Closing day/time</b>	The Pre-notification must be sent by the Creditor at the latest 14 Calendar Days before the Due Date unless another time-line is agreed between the Debtor and the Creditor.
<b>Rules applied:</b>	See Section 4.3 for the general time cycle of the direct debit process.

#### PT-04.02 bis – Debtor May Instruct Refusal to Debtor Bank

<b>Description</b>	<p>The Debtor may instruct the Debtor Bank to refuse any future Collection, based on information received through Pre-notification.</p> <p>This Refusal must be handled by the Debtor Bank, but only in accordance with the conditions sent to the Debtor :</p> <ul style="list-style-type: none"> <li>• If the Debtor Bank agrees to handle the claim prior to inter-bank Settlement, the Refusal results in the Debtor Bank rejecting the associated Collection: see PT-04.08.</li> <li>• When handled after inter-bank Settlement, the Refusal is handled as a Refund claim: see PT-04.16.</li> </ul>
<b>Starting day/time</b>	After the receipt of the Pre-notification by the Debtor or any other source of information about the Collection to be presented by the Creditor.
<b>Duration</b>	For the Scheme: allowed up to and including Due Date, but the precise time limit is to be agreed between the Debtor Bank and the Debtor

#### PT-04.03 – Creditor Sends Collection Data to Creditor Bank, Including the Mandate-Related Information

<b>Description</b>	<p>The Creditor prepares one or more Collections to send to its bank, according to their bilateral agreement.</p> <p>The Mandate-related information for new Mandates or amended Mandates (if needed, see PR-02) must be sent as part of all the Collections. The cancellation-code, indicating that this is the last Collection (see PR-03) under the Mandate, due to the cancellation of the Mandate, may also be sent as part of the last Collection.</p> <p>The Creditor must transmit the mandatory set of information as described in detail in DS-03.</p>
<b>Starting day/time</b>	<p>14 Calendar Days before Due Date, unless defined in a bilateral agreement between the Creditor Bank and the Creditor, in line with the Scheme time cycle.</p> <p>The Creditor is allowed to send the Collection to the Creditor Bank once the Mandate has been signed and when the Pre-notification has been sent in time (see PT-04.02) to the Debtor.</p> <p>The Creditor Bank must inform the Creditor about the Cut-off Time and time-cycles to be respected for the Collection of first/one-off Collections and for the collection of subsequent Collections (see Section 4.3).</p>
<b>Duration</b>	14 Calendar Days unless otherwise agreed between the Creditor Bank and the Creditor.

**Closing  
day/time**

At the latest on D-2 Inter-Bank Business Days for a recurrent Collection in order to allow the CSM used by the Creditor Bank to forward the Collection to the Debtor Bank on D-2 Inter-Bank Business Days at the latest.

At the latest on D-5 Inter-Bank Business Days for a first or one-off Collection in order to allow the CSM used by the Creditor Bank to forward the Collection to the Debtor Bank on D-5 Inter-Bank Business Days at the latest.

The following optional time cycle may be agreed between the Debtor Bank and the Creditor Bank (or within a community of banks). It is essential that the derivation from the default is marked in DS-03 by the Creditor.

- D-1 / D-1 instead of D-5 / D-2

If the reduced time cycle is used, the type of the service transaction has to be indicated in the direct debit collection.

Note: Irrespective of the agreement for the shorter time cycle the standard time cycles (D-5 / D-2) have to be further supported.

**Information  
Input**

The instruction for Collection, containing the data of DS-03.

**Information  
Output**

The instruction for Collection, containing the data of DS-03.

<b>PT-04.04 Reject of Collections Containing Errors</b>
---

**Description**

The Creditor Bank must check the syntax of the instructions on receipt of the File. If the Creditor Bank detects syntax errors in the instructions received, the instructions involved will be sent back to the Creditor for correction. The Creditor can make the necessary corrections and introduce the same instructions in another File.

When a rejected Collection is a first of a recurrent series of direct debits, the Collection, when represented after correction, must be presented as a first of a recurrent series of direct debits respecting the longer time-line for these Collections.

When a rejected Collection is a one-off direct debit, the Collection, when represented after correction, must be presented as a one-off direct debit respecting the longer time-line for these Collections.

**Starting  
day/time**

The day of receipt of the instructions from the Creditor, or in the following days as agreed between the Creditor Bank and the Creditor.

**Information  
Input**

The instruction for Collection containing the data of DS-03.

**Information  
Output**

The message for rejection of a Collection containing the data of DS-05.



## PT-04.05 – Creditor Bank Sends Collections to the CSM

<b>Description</b>	Based on the Collections received from the Creditor, the Creditor Bank must send the Collections containing the mandatory information to the CSM, as described in DS-04.
<b>Starting day/time</b>	After process step PT04.03.
<b>Duration</b>	No limit
<b>Closing day/time</b>	<p>D-2 Inter-Bank Business Days at the latest for recurrent Collections in order to allow the CSM used by the Creditor Bank to forward the Collection to the Debtor Bank on D-2 Inter-Bank Business Days at the latest.</p> <p>D-5 Inter-Bank Business Days at the latest for first and one-off Collections in order to allow the CSM used by the Creditor Bank to forward the Collection to the Debtor Bank on D-5 Inter-Bank Business Days at the latest.</p> <p>The following optional time cycle may be agreed between the Debtor Bank and the Creditor Bank (or within a community of banks). It is essential that the use of the option is marked in DS-04.</p> <ul style="list-style-type: none"> <li>○ D-1 / D-1 instead of D-5 / D-2</li> </ul> <p>If the reduced time cycle is used, the type of the service transaction has to be indicated in the direct debit collection.</p> <p>Note: Irrespective of the agreement for the shorter time cycle the standard time cycles (D-5/ D-2) have to be further supported.</p> <p>In the case of late presentment by the Creditor, the Creditor Bank must replace, in agreement with the Creditor, the outdated Due Date by a new Due Date in order to respect the time-cycle requirements as defined in Section 4.3.</p>
<b>Information Input</b>	The instruction for Collection, containing the data of DS-04.
<b>Information Output</b>	The instruction for Collection, containing the data of DS-04.

#### PT-04.06 – Rejection of Instructions by CSM to Creditor Bank

<b>Description</b>	<p>The CSM uses the rule on the unique Scheme format for inter-bank Collections for the control of the instructions received from the Creditor Bank. It will reject instructions containing errors, returning such instructions to the Creditor Bank.</p> <p>When a rejected Collection is a first of a recurrent series of direct debits, the Collection, when represented after correction, must be presented as a first of a recurrent series of direct debits respecting the longer time-line for these Collections.</p> <p>When a rejected Collection is a one-off direct debit, the Collection, when represented after correction, must be presented as a one-off direct debit respecting the longer time-line for these Collections.</p>
<b>Starting Day/time</b>	Date of the reception of the instructions from the Creditor Bank, or in the following days as agreed in the rules of the CSM.
<b>Information Input</b>	The instruction for Collection, containing the data of DS-04.
<b>Information Output</b>	The message for rejection of a Collection, containing the data of DS-05.

#### PT-04.07 – Collection Data is sent from CSM to the Debtor Bank

<b>Description</b>	<p>The CSM, after having checked and accepted the Files containing the Collections, sends the Collections received from all the Creditor Banks to the Debtor Bank. The Settlement resulting from these Collections is executed on day D by crediting the Creditor Bank and debiting the Debtor Bank.</p> <p>The timing for crediting the Creditor for the Collections is outside of the scope of the Scheme.</p>
<b>Starting day/time</b>	D-14 Calendar Days
<b>Closing day/time</b>	<p>D-2 Inter-Bank Business Days at the latest for recurrent Collections.</p> <p>D-5 Inter-Bank Business Days at the latest for first and one-off Collections.</p> <p>The following optional time cycle may be agreed between the Debtor Bank and the Creditor Bank (or within a community of banks). It is essential that the use of the option is marked in DS-04.</p> <ul style="list-style-type: none"> <li>○ D-1 / D-1 instead of D-5 / D-2</li> </ul> <p>If the reduced time cycle is used, the type of the service transaction has to be indicated in the direct debit collection.</p> <p>Note: Irrespective of the agreement for the shorter time cycle, the standard time cycles (D-5/ D-2) have to be further supported.</p>
<b>Information Input</b>	The instruction for Collection, containing the data of DS-04.
<b>Information Output</b>	The instruction for Collection, containing the data of DS-04.

#### PT-04.08 – Debtor Bank Sends Rejected Collections back to the CSM

<b>Description</b>	<p>See attribute AT-R3 for the description of the reasons for Reject and the corresponding values of the reason code.</p> <p>When a rejected Collection is a first of a recurrent series of direct debits, the Collection, when represented after correction, must be presented as a first of a recurrent series of direct debits respecting the longer time-line for these Collections.</p> <p>.</p> <p>When a rejected Collection is a one-off direct debit, the Collection, if re-presented by the Creditor after correction, must be presented respecting the time-line of a one-off direct debit (D-5).</p> <p>In case of use of an explicitly agreed reduced time cycle between the Debtor Bank and the Creditor Bank a rejected collection of a direct debit, when re-presented after correction, must be represented respecting the agreed time-line for these Collections.</p> <p>If a Debtor Bank receives collections from the Creditor Bank and identifies that the both Banks have no agreement for a shorter time cycle, the following reject reason defined in Chapter 4.8.53 must be used: “Direct debit type incorrect” (to be used only in relation with short time cycle direct debits).</p> <p>Banks may inform their CSM of such an agreement so that in the absence of agreement the CSM may reject the transaction prior to routing it to the Debtor Bank.</p>
<b>Starting day/time</b>	Day of reception.
<b>Closing day/time</b>	Before inter-bank Settlement.
<b>Information Input</b>	The instruction for Collection, containing the data of DS-04.
<b>Information Output</b>	The message for rejection of a Collection, containing the data of DS-05.

#### PT-04.09 – Debtor Bank Debits the Debtor

<b>Description</b>	The Debtor Bank debits the account of the Debtor for the amount of the instruction on the Due Date specified and makes the information on the direct debit executed available to the Debtor as agreed.
<b>Starting day/time</b>	Day D
<b>Duration</b>	5 Inter-Bank Business Days.
<b>Closing day/time</b>	Day D + 5 Inter-Bank Business Days at the latest, in order to respect the time-cycle, where the Settlement of the Returns must take place at the latest on D+5 Inter-Bank Business Days.
<b>Information Input</b>	The instruction for Collection, containing the data of DS-04, according to the description of DS-06.
<b>Information Output</b>	The information to the Debtor.

#### PT-04.10 – Debtor Bank Sends Returned Collection Back to the CSM

<b>Description</b>	<p>If for any reason which is likely to be reasonably acceptable to all Participants, the Debtor Bank cannot debit the account, the instruction must be returned to the CSM with the reasons for the Return. See AT-R3 described in section 4.8 for the definition of these reasons.</p> <p>The Debtor Bank sends the returned Collection back to the CSM</p> <p>The Scheme does not impose any obligations on the Debtor Banks to verify or otherwise check Collections received in respect of a Debtor's account, such as checking for the existence of Mandates for the Creditor who presents the instructions. Debtor Banks may agree such obligations with Debtors outside the scope of the Scheme.</p> <p>In case of use of an explicitly agreed reduced time cycle between the Debtor Bank and the Creditor Bank a rejected collection of a direct debit, when re-presented after correction, must be represented respecting the agreed time-line for these Collections.</p> <p>If a Debtor Bank receives collections from the Creditor Bank and identifies that the both Banks have no agreement for a shorter time cycle, the following reject reason defined in Chapter 4.8.53 must be used: "Direct debit type incorrect" (to be used only in relation with short time cycle direct debits).</p> <p>Banks may inform their CSM of such an agreement so that in the absence of agreement the transaction can be rejected by the CSM prior to routing it to the Debtor Bank.</p>
<b>Starting day/time</b>	Day D
<b>Duration</b>	5 Inter-Bank Business Days
<b>Closing day/time</b>	Day D + 5 Inter-Bank Business Days at the latest in order to respect the time cycle where the Settlement of the Returns must take place at the latest on D + 5 Inter-Bank Business Days.
<b>Information Input</b>	The instruction for Collection, containing the data of DS-04.
<b>Information Output</b>	The message for Return of a Collection, containing the data of DS-05.

#### PT-04.11 – CSM Sends Rejected or Returned Collection Back to Creditor Banks

<b>Description</b>	The CSM sends the rejected or returned Collection back to the Creditor Bank. The Settlement takes place by debiting the Creditor Bank and crediting the Debtor Bank.
<b>Information Input</b>	The message for Reject/Return of a Collection, containing the data of DS-05.
<b>Information Output</b>	The message for Reject/Return of a Collection, containing the data of DS-05.

#### PT-04.12 – Creditor Bank Debits Creditor with Rejected or Returned Collection

<b>Description</b>	The Creditor Bank must debit the rejected and returned Collections to the Creditor only if the Creditor's account has already been credited. If the account of the Creditor for whatever reason could not be debited, the unpaid Reject/Return becomes a credit risk for the Creditor Bank to be recovered from the Creditor, or the Creditor Bank must take the loss, as the Creditor Bank is not allowed to debit the Debtor Bank for the unpaid Reject/Return.
<b>Information Input</b>	The message for Reject/Return of a Collection, containing the data of DS-05.
<b>Information Output</b>	The information to the Creditor.

#### PT-04.15 – Debtor Requests Refund of Debited Amount

<b>Description</b>	The Debtor must instruct the Debtor Bank to refund the Collection, without being required to disclose the reason for initiating the Refund claim. The Debtor Bank must credit the Debtor's account for the amount of the Collection. The Debtor Bank is fully authorised by the Scheme to obtain a Refund from the Creditor Bank. This Refund does not relieve the Debtor of its responsibility to seek a resolution with the Creditor, nor does the payment of a Refund prejudice the outcome of the resolution.
<b>Starting day/time</b>	After the Debtor Bank has debited the Debtor's account.
<b>Duration</b>	Eight weeks
<b>Closing day/time</b>	Eight weeks after the debit date.
<b>Information Input</b>	The information to the Debtor.
<b>Information Output</b>	The message for Refund of a Collection, containing the data of DS-05.

#### PT-04.16 – Debtor Bank Sends Collection Refund Instructions to the CSM

<b>Description</b>	<p>The Debtor Bank must credit the Debtor's account with the Original Amount of the initial Collection. The Debtor Bank sends the Collection Refund instruction to the CSM.</p> <p>The Debtor Bank has the right to receive compensation, called the Refund compensation, from the Creditor Bank for the related interest loss incurred by the Debtor Bank by the crediting of the Debtor's account with value date = Due Date of the initial Collection.</p> <p>This compensation is a variable amount, being the interest calculated for the number of Calendar Days between the Settlement Date of the original Collection (Settlement Date is included in the number of days) and the Settlement Date of the Refund instruction by the CSM after presentation by the Debtor Bank (Settlement day is not included in the number of days). The rate to be applied for each day in a month is the EONIA rate applicable on the first Banking Business Day of that month based on a 360 days year. The EONIA rate is a daily rate published by the ECB every day.</p> <p>The Debtor Bank must recover this compensation from the Creditor Bank by specifying the compensation amount in AT-R6 in the DS-05 for Refund.</p>
<b>Starting day/time</b>	Debit date (see also section 4.3.1 and 4.3.2)
<b>Duration</b>	Eight weeks + 2 Inter-Bank Business Days
<b>Closing day/time</b>	Debit date + eight weeks + 2 Inter-Bank Business Days
<b>Information Input</b>	The message for Refund of a Collection, containing the data of DS-05.
<b>Information Output</b>	The message for Refund of a Collection, containing the data of DS-05.

#### PT-04.17 – CSM Sends Collection Refund Instructions to Creditor Bank

<b>Description</b>	The CSM sends the Collection Refund instructions to the Creditor Bank. The Settlement is executed by crediting the Debtor Bank and debiting the Creditor Bank for the initial amount of the Collection and for the Refund compensation calculated by the Debtor Bank.
<b>Starting day/time</b>	After PT-04.16
<b>Duration</b>	Eight weeks
<b>Closing day/time</b>	Debit date + eight weeks + 2 Inter-Bank Business Days
<b>Information Input</b>	The message for Refund of a Collection, containing the data of DS-05.
<b>Information Output</b>	The message for Refund of a Collection, containing the data of DS-05.

#### PT-04.18 – Creditor Bank Debits Creditor with Amount of Refunded Collections

<b>Description</b>	<p>The Creditor Bank must debit the account of the Creditor for the amount of the instructions received for Refund. For the recovery of the Refund compensation, the Creditor Bank must make his own arrangements with the Creditor. The date for this debit is out of scope of the Scheme.</p> <p>This implies that a Creditor may be obliged by the Creditor Bank to maintain his account in the Creditor's Bank after the termination of the relevant business relationship, for a certain period, in order to be able to honour these Refund transactions.</p> <p>If the account of the Creditor for whatever reason could not be debited, the unpaid Refund becomes a credit risk for the Creditor Bank to be recovered from the Creditor, or the Creditor Bank must take the loss, as the Creditor Bank is not allowed to debit the Debtor Bank for the unpaid Refund.</p>
<b>Starting day/time</b>	After PT04.17.
<b>Information Input</b>	The message for Refund of a Collection, containing the data of DS-05.

#### PT-04.20 – Debtor Initiates a Request for a Refund for an Unauthorised Transaction (after the eight weeks Refund period)

<b>Description</b>	<p>This procedure only applies for unauthorised transactions that are brought to the attention of the Debtor Bank by the Debtor after the deadline for a no-questions-asked Refund has passed.</p> <p>The Debtor is allowed to send a request to the Debtor Bank to Refund a Collection that was not authorised by him. This means that the Debtor considers that the SEPA Direct Debit was unauthorised.</p> <p>The Debtor must submit a claim to the Debtor Bank together with any supporting evidence if available.</p> <p>Instructions for the Debtors should be provided by the Debtor Banks and are out of scope of this document</p> <p>If a claim is made for a Refund of an unauthorised SEPA Direct Debit within eight-weeks of the relevant debit date, Debtor Banks may request a copy of the Mandate pursuant to the procedures set out in PT-06.01.</p>
<b>Starting day/time</b>	After the eight weeks Refund period applicable to any Collection.
<b>Duration</b>	Not later than 13 months after the debit date of the disputed Collection.
<b>Information Input</b>	The details of the executed Collection and any supporting evidence for the claim.
<b>Information Output</b>	The claim with the supporting evidence, if provided by the Debtor.

**PT-04.21 – The Debtor Bank accepts or rejects the Request for Refund - requests Mandate Copy from Creditor Bank. (👁 e-Mandates)**

**Description**

The Debtor Bank must examine the request received, and must decide to accept or to reject the request. The recommended guidance for determining whether or not to accept a request for a Refund of an unauthorised transaction is described below.

When accepted, the Debtor Bank must forward the claim (without any supporting evidence) to the Creditor Bank, who must forward it to the Creditor.

Four types of request can be distinguished:

1. A copy of the Mandate is requested by the Debtor Bank, the copy must be provided, except in cases where the Creditor accepts the claim without more.
2. A copy of the Mandate is requested by the Debtor Bank, the copy must be provided, even if the Creditor accepts the claim.
3. A copy of the Mandate is not requested by the Debtor Bank as, according to the Debtor, the Mandate has already been cancelled by the Debtor.
4. A copy of the Mandate is not requested by the Debtor Bank as the Mandate should have been cancelled by the Creditor following 36 months of inactivity since the last Collection.

These types of request are identified by a Refund type code which is part of the request data.

The accepted technical channels for sending the request are the following:

1. The suitable SWIFT message as the default option
2. e-mail with formatted template
3. Fax transmission with formatted template
4. Any other means agreed between both parties, the Debtor Bank and the Creditor Bank

The Debtor Bank may always use the SWIFT message, or one of the channels indicated by the Creditor Bank in reference and routing directories provided by CSMs or other providers of such routing information.



**Recommended  
guidance for  
determining  
whether or not  
to accept a  
Refund claim  
for an  
unauthorised  
transaction**

1. The Mandate agreed by the Debtor, as amended from time to time (i.e. the signed Mandate together with any other documents related to the amendment of the Mandate) should be compared with the Mandate data supplied by the Creditor as part of the Collection. The Mandate data from the Creditor can be obtained from the Mandate related data part of the Collection message for the Collection disputed in the Refund request, or through a copy of the Mandate, amended from time to time, received from the Creditor. The relevant data are the following:

**Attribute of the Mandate**

The Identification Code of the Scheme

The Unique Mandate Reference

The Identifier of the Creditor

The Name of the Creditor

The Account Number of the Debtor (IBAN)

The Name of the Debtor

BIC Code of the Debtor Bank

The Transaction Type

The Date of Signing of the Mandate

Signature(s)

2. The Mandate should not have been cancelled by the Debtor or by the Creditor at the moment of the debiting for the disputed Collection.
3. When the Mandate has been amended by one of the parties, the amended Mandate attributes should be taken into account.
4. The Mandate should not fall under the rule of the 36 months inactivity period, resulting in an automatic cancellation, to be respected by the Creditor.

**Starting  
day/time**

After PT-04.20

**Duration**

Maximum 4 Banking Business Days between receiving the request and sending the request to the Creditor Bank.

**Information  
Input**

The claim with the supporting evidence.

**Information  
output**

The claim as described in DS-08 when the SWIFT message is used and in DS-09 for the use of e-mail or fax.

#### PT-04.22 – Creditor Bank Forwards the Request for Refund to the Creditor

<b>Description</b>	The Creditor Bank receives the request message from the Debtor Bank and forwards it to the Creditor.
<b>Starting day/time</b>	After PT-04.21.
<b>Duration</b>	Maximum 3 Banking Business Days
<b>Information Input</b>	The original request message from the Debtor Bank as described in DS-08 or in DS-09.
<b>Information Output</b>	The request message in any format agreed between the Creditor Bank and the Creditor.

#### PT-04.23 – The Creditor investigates the request for Refund and provides a response to the Creditor Bank.

<b>Description</b>	<p>The Creditor must investigate the request, and take one of the following actions:</p> <ol style="list-style-type: none"> <li>1. Accept the Refund claim of the Debtor (for all types of Refund requests). In this case, the Creditor does not have to send a copy of the Mandate for a Refund request of type 1. For type 2 Refund requests, the Creditor must always forward a copy of the Mandate.</li> <li>2. Dispute the claim of the Debtor. In this case, the Creditor must provide a copy of the Mandate (for types 1 and 2 Refund requests).</li> <li>3. Dispute the claim of the Debtor (for the types 3 and 4 of Refund requests). In this case, the Creditor may provide supporting information. <ul style="list-style-type: none"> <li>• The answer must be sent to the Creditor Bank by using a technical channel agreed between the Creditor Bank and the Creditor. The answer must contain sufficient information to allow the Creditor Bank to populate the Inter-Bank message to be forwarded to the Debtor Bank.</li> <li>• The Creditor Bank must forward the answer received from the Creditor to the Debtor Bank, while using the channel indicated by the Debtor Bank in the request message.</li> </ul> </li> </ol>
<b>Starting day/time</b>	On receipt of the Refund request.
<b>Duration</b>	Maximum 7 Banking Business Days
<b>Information Input</b>	The Refund request in a technical channel agreed with the Creditor Bank.
<b>Information Output</b>	<p>Either the copy of the requested Mandate,</p> <p>Or the response message answering to the request received, as described in DS-08 (while using the SWIFT message), or in DS-09 (while using email or fax), and any supporting information.</p>

**PT-04.24 –Debtor Bank decides on the claim, and when accepted, sends the Refund claim for an Unauthorised Transaction to the CSM and informs the Debtor.**

<b>Description</b>	<p>After receipt of the response from the Creditor Bank, or after 30 Calendar Days at the latest starting from the receipt of the claim by the Debtor Bank from the Debtor, the Debtor Bank must determine the Refund claim. The Debtor Bank may proceed in the following manner:</p> <ol style="list-style-type: none"> <li>1. Debtor Bank may accept the Refund claim when the Creditor accepts the claim (answer type codes 1 and 2 given by the Creditor)</li> <li>2. The Debtor Bank may accept the claim of the Debtor after having compared the claim made by the Debtor with the copy of the Mandate and the supporting information received from the Creditor Bank and the Creditor.</li> <li>3. The Debtor Bank may also reject the claim of the Debtor. This is a decision of the Debtor Bank, which is final for all Participants in the Scheme. The Creditor/Debtor may always use all possible means to reopen the dispute with the Debtor/Creditor, but this is out of scope of the Scheme.</li> <li>4. If the Debtor Bank does not receive an answer from the Creditor Bank within 30 Calendar Days of receiving the Refund request from the Debtor, the Debtor Bank may determine the claim and proceed in a manner that it considers appropriate, taking into account the evidence presented by the Debtor..</li> </ol> <p>Where the Debtor Bank agrees to refund the Debtor, it may claim the amount of the Refund from the Creditor Bank.</p> <p>If the Debtor Bank decides not to accept and not to execute the Refund claim, the Debtor needs to be informed without delay, and relevant supporting evidence received from the Creditor must be supplied to the Debtor.</p> <p>In case of execution of the Refund claim, the same Refund compensation as described in PT-04.16 may be recovered from the Creditor Bank by using the same rule.</p> <p>Participants are also referred to Annex VI of this Rulebook: Instructions for the Refund Procedure for Unauthorised Transactions.</p>
<b>Starting day/time</b>	After the receipt of the response to the request from the Creditor Bank, or at the latest after 30 Calendar Days starting from the receipt of the request of the Debtor (PT-04.20).
<b>Duration</b>	Maximum 4 Inter-bank Business Days after PT-04.23.
<b>Information Input</b>	The initial claim, the response with the copy of the signed Mandate or other supporting information received from the Creditor.
<b>Information Output</b>	<p>The message for Refund of an unauthorised Collection, containing the data of DS-05.</p> <p>The reference of the request given by the Debtor Bank and the reference of the answer of the Creditor to the request (if provided in the answer) must be sent back as mandatory elements in the message DS-05 – in attribute AT-R5.</p>

**PT-04.25 – CSM sends the Instructions for a Refund of an Unauthorised Transaction to the Creditor Bank**

<b>Description</b>	The CSM sends the Refund instructions to the Creditor Bank. The Settlement is executed by crediting the Debtor Bank and debiting the Creditor Bank for the initial amount of the Collection and for the Refund compensation calculated by the Debtor Bank.
<b>Starting day/time</b>	After PT-04.24
<b>Duration</b>	CSM Settlement Cycle.
<b>Information Input</b>	The message for an Unauthorised Transaction received from the Debtor Bank as described in DS-05.
<b>Information Output</b>	The message for an Unauthorised Transaction received from the Debtor Bank as described in DS-05.

**PT-04.26 – Creditor Bank Debits Creditor with Amount of Refunded Unauthorised Transaction**

<b>Description</b>	<p>The Creditor Bank must debit the account of the Creditor for the amount of the instructions received for Refund. For the recovery of the Refund compensation, the Creditor Bank must make his own arrangements with the Creditor. The date for this debit is out of scope of the Scheme.</p> <p>This implies that a Creditor may be obliged by the Creditor Bank to maintain his account in the Creditor's Bank after the termination of the relevant business relationship, for a certain period, in order to be able to honour these Refund transactions.</p> <p>If the account of the Creditor, for whatever reason, could not be debited, the unpaid Refund becomes a credit risk for the Creditor Bank to be recovered from the Creditor, or the Creditor Bank must take the loss, as the Creditor Bank is not allowed to debit the Debtor Bank for the unpaid Refund. .</p>
<b>Starting day/time</b>	After PT-04.25
<b>Duration</b>	Out of scope of the Scheme
<b>Information Input</b>	The message for an Unauthorised Transaction received from the Debtor Bank as described in DS-05.

**PT-04.27 – Creditor Handles the Dispute on a Refund for an Unauthorised Transaction**

<b>Description</b>	If the Creditor does not agree with the Refund, he must contact the Debtor to handle the claim, outside the Scheme.
<b>Starting day/time</b>	After PT-04.26
<b>Duration</b>	Out of scope of the scheme
<b>Information Input</b>	The message for an Unauthorised Transaction received from the Debtor Bank as described in DS-05.

#### 4.6.5 Payment of a Reversal (PR-05)

##### PT-05.01 – Creditor Initiates Reversals of Settled Transactions

<b>Description</b>	Reversals are initiated by the Creditor after Settlement of the original Scheme instruction, when the Creditor notices that the instructions should not have been presented for one of the reasons described in section 4.8 AT-31.
<b>Starting day/time</b>	Date D = Due Date = Settlement date.
<b>Closing day/time</b>	Date D+5 Inter-Bank Business Days (to be counted end-to-end from PT-05.01 to PT-05.03 inclusive)
<b>Information Output</b>	The Reversals for the payment by the Creditor in order to allow the Creditor Bank to populate DS-07 on inter-bank level. The Reversal contains the reference of the original Collection to allow the Debtor to make the reconciliation between the Reversal and the original Collection.

##### PT-05.02 – Creditor Bank Submits Reversals to the CSM and Debits the Creditor's Account

<b>Description</b>	The Creditor Bank forwards Reversals to the CSM. As the Reversal process is based on an exception handling and should stay an exceptional process, Creditor Banks should carefully monitor the use of this process, in order to avoid abuse of the exception handling system by Creditors for reasons other than those set out in section 4.3.5
<b>Starting day/time</b>	Date D, after PT-05.01
<b>Closing day/time</b>	D+5 Inter-Bank Business Days (to be counted end-to-end from PT-05.01 to PT-05.03 inclusive)
<b>Information Input</b>	The Reversals for the payment (DS-03).
<b>Information Output</b>	The Reversals for the payment (DS-07).

PT-05.03 – CSM Forwards Reversals to Debtor Bank
--

<b>Description</b>	The CSM settles the Reversals (by debiting the Creditor Bank and crediting the Debtor Bank) and forwards Reversals to the Debtor Bank.
<b>Starting day/time</b>	Date D, after PT-05.02
<b>Closing day/time</b>	Date D+5 Inter-Bank Business Days + the time needed for the CSM to handle (forward and settle) the Reversals (counted end-to-end from PT-05.01 to PT-05.03 inclusive).
<b>Information Input</b>	The Reversals for the payment (DS-07).
<b>Information Output</b>	The Reversals for the payment (DS-07).

PT05.04 – Debtor Bank Credits Debtor for Reversal of a Transaction
--

<b>Description</b>	The Debtor Bank credits the account of the Debtor. The Scheme does not oblige the Debtor Bank to check whether the original Collection has been debited to the Debtor's account or has been rejected, returned or refunded.
<b>Starting day/time</b>	Date D, after PT05.03.
<b>Closing day/time</b>	Date D+n (unlimited for the Scheme)
<b>Information Input</b>	The Reversals for the payment (DS-07).
<b>Information Output</b>	The information to the Debtor, according to the description of DS-06.

#### 4.6.6 Obtain a copy of a Mandate (PR-06)

(👁 e-Mandates)

PT-06.01 – Debtor Bank sends a request to the Creditor Bank to obtain a copy of a Mandate and any associated amendments

<b>Description</b>	<p>The Debtor Bank sends a request to the Creditor Bank to obtain from the Creditor a copy of a Mandate and of relevant associated amendments.</p> <p>The accepted technical channels for sending the request are the following :</p> <ol style="list-style-type: none"> <li>1. The suitable SWIFT message as the default option</li> <li>2. E-mail with formatted template</li> <li>3. Fax transmission with formatted template</li> <li>4. Any other means agreed between both parties, the Debtor bank and the Creditor Bank</li> </ol> <p>The Debtor Bank may always use the SWIFT message, or one of the channels indicated by the Creditor Bank in Reference and Routing Directories provided by CSMs or other providers of such routing information.</p>
<b>Starting day/time</b>	At any moment, when a Debtor and/or a Debtor Bank identify the need to receive a copy of a Mandate
<b>Duration</b>	No limit for the Scheme
<b>Information Input</b>	<p>The request as described:</p> <p>For the SWIFT message: in DS-10</p> <p>For the e-mail and for the fax: in DS-11</p>

PT-06.02 – Creditor Bank forwards the request to the Creditor

<b>Description</b>	The Creditor Bank receives the request for a Mandate copy and forwards it to the Creditor.
<b>Starting day/time</b>	After the previous step.
<b>Duration</b>	Maximum 3 Banking Business Days
<b>Information Input</b>	The original request message from the Debtor Bank as described in DS-10 or in DS-11.
<b>Information Output</b>	The request message in any format agreed between the Creditor Bank and the Creditor.

**PT-06.03 – Creditor provides the copy of the Mandate requested to the Creditor Bank**

<b>Description</b>	<p>The Creditor provides a copy of the requested Mandate, and takes one of the following actions:</p> <ol style="list-style-type: none"> <li>1. Send a copy of the requested Mandate</li> <li>2. Indicate why a copy cannot be provided.</li> </ol> <p>The response must be sent to the Creditor Bank by using a technical channel agreed between the Creditor Bank and the Creditor.</p> <p>The Creditor Bank must forward the response received from the Creditor to the Debtor Bank, while using the channel indicated by the Debtor Bank in the request message.</p>
<b>Starting day/time</b>	On receipt of the request.
<b>Duration</b>	Maximum 7 Banking Business Days
<b>Information Input</b>	The request in a technical channel agreed with the Creditor Bank.
<b>Information Output</b>	<p>Either the copy of the requested Mandate,</p> <p>Or the response request message explaining why the request cannot be satisfied as described in DS-10 (while using the SWIFT message), or in DS-11 (while using email or fax).</p>

**PT-06.04 – Creditor Bank sends the copy of the Mandate requested to the Debtor Bank**

<b>Description</b>	After the receipt of the response from the Creditor, the Debtor Bank may use the Mandate copy for the intended use.
<b>Starting day/time</b>	After the receipt of the response to the request for a copy of a Mandate
<b>Information Input</b>	The response containing the copy of the Mandate or other supporting information received from the Creditor.
<b>Information Output</b>	The response in any format accepted by the Debtor Bank.



## 4.7 Business Requirements for Datasets

This section is focussed on stating the business requirements for the data elements used by the Scheme.

### 4.7.1 List of Sets of Data Requirements

#### (👁 e-Mandates)

<b>DS-01</b>	The Mandate.
<b>DS-02</b>	The dematerialised Mandate.
<b>DS-03</b>	Customer to bank Collection
<b>DS-04</b>	The inter-bank Collection
<b>DS-05</b>	Direct debit Rejection, Return or Refund of a Collection or a Reversal.
<b>DS-06</b>	Bank to customer Direct Debit Information
<b>DS-07</b>	The inter-bank Reversal for a Collection by the Creditor.
<b>DS-08</b>	The request and response message for a claim for the Refund of an unauthorised transaction
<b>DS-09</b>	The request and response template for a claim for the Refund of an unauthorised transaction
<b>DS-10</b>	The request message for obtaining a copy of a Mandate
<b>DS-11</b>	The template for the request and the response for obtaining a copy of a Mandate

## 4.7.2 DS-01 - The Mandate

SEPA Direct Debit Mandate		CREDITOR'S NAME & LOGO
<div style="border: 1px solid black; width: 200px; height: 15px; margin: 0 auto;"></div> <small>Mandate reference - to be completed by the creditor</small>		
<p>By signing this mandate form, you authorise (A) (NAME OF CREDITOR) to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from (NAME OF CREDITOR).</p> <p>As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Please complete all the fields marked *.</p>		
<p><b>Your name</b> <small>Your name</small></p> <p><b>Your address</b> <small>Your address</small></p> <p><b>Your account number</b> <small>Your account number</small></p> <p><b>Creditor's name</b> <small>Creditor's name</small></p> <p><b>Type of payment</b> <small>Type of payment</small></p> <p><b>City or town in which you are signing</b> <small>City or town in which you are signing</small></p> <p><b>Please sign here</b></p>	<p>* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 1 <small>Name of the debtor(s)</small></p> <p>* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 2 <small>Street name and number</small></p> <p>* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 3 <small>Postal code</small> <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 4 <small>City</small></p> <p>* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 5 <small>Country</small></p> <p>* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 6 <small>Account number - IBAN</small></p> <p>* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 7 <small>SWIFT BIC</small></p> <p>** <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 8 <small>Creditor name</small></p> <p>** <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 9 <small>Creditor Identifier</small></p> <p>** <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 10 <small>Street name and number</small></p> <p>** <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 11 <small>Postal code</small> <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 12 <small>City</small></p> <p>* <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 13 <small>Country</small></p> <p>Recurrent payment <input type="checkbox"/> or One-off payment <input type="checkbox"/> <small>Recurrent payment or One-off payment</small></p> <p><div style="border: 1px solid black; width: 100%; height: 15px;"></div> 14 <small>Location</small></p> <p>Date * <div style="border: 1px solid black; width: 100%; height: 15px;"></div> 15 <small>Date</small></p> <p><b>Signature(s)</b> <small>Signatures</small></p> <div style="border: 1px solid black; width: 100%; height: 40px;"></div>	
<p><small>Note: Your rights regarding the above mandate are explained in a statement that you can obtain from your bank.</small></p> <p><small>Note: Your rights regarding the above mandate are explained in a statement that you can obtain from your bank.</small></p>		
<p><b>Details regarding the underlying relationship between the Creditor and the Debtor - for information purposes only.</b></p> <p><small>Details regarding the underlying relationship between the Creditor and the Debtor - for information purposes only.</small></p> <p><b>Debtor identification code</b> <small>Debtor identification code</small></p> <p><div style="border: 1px solid black; width: 100%; height: 15px;"></div> 16 <small>Write any code number here which you wish to have quoted by your bank.</small></p> <p><b>Person on whose behalf payment is made</b> <small>Person on whose behalf payment is made</small></p> <p><div style="border: 1px solid black; width: 100%; height: 15px;"></div> 17 <small>Name of the Debtor Reference Party: If you are making a payment in respect of an arrangement between (NAME OF CREDITOR) and another person (e.g. where you are paying the other person's bill) please write the other person's name here.</small></p> <p><div style="border: 1px solid black; width: 100%; height: 15px;"></div> 18 <small>Name of the Debtor Reference Party: If you are making a payment in respect of an arrangement between (NAME OF CREDITOR) and another person (e.g. where you are paying the other person's bill) please write the other person's name here.</small></p> <p><div style="border: 1px solid black; width: 100%; height: 15px;"></div> 19 <small>Identification code of the Debtor Reference Party</small></p> <p><div style="border: 1px solid black; width: 100%; height: 15px;"></div> 20 <small>Identification code of the Debtor Reference Party</small></p> <p><b>In respect of the contract</b> <small>In respect of the contract:</small></p> <p><div style="border: 1px solid black; width: 100%; height: 15px;"></div> 21 <small>Identification number of the underlying contract</small></p> <p><div style="border: 1px solid black; width: 100%; height: 15px;"></div> 22 <small>Description of contract</small></p>		
<p><b>Please return to:</b></p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</p>	<p><b>Creditor's use only</b></p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</p>	

Figure 12: Illustration of a Direct Debit Mandate<sup>4</sup>

<sup>4</sup> Creditor is to complete fields marked \*\* before supplying form to Debtor

## Description

The Mandate is defined in section 4.1.

The Mandate document must contain the field identifiers, followed by the necessary blank space in which to fill the required data items. The identifiers on the Mandates must be in at least one and up to three languages of the country of residence of the Debtor, together with English if the Creditor is not able to determine with reasonable certainty the language of the Debtor in advance of the Mandate being created. It can be issued in a personalised way by the Creditor, already containing the data items specific for the Creditor.

The design of Mandates must comply with the requirements set out below.

The Scheme does not standardise the font or colours used in the Mandate, although the Creditor should always ensure that the Mandate information is clearly legible. Any specific detailed agreement articles for the Creditor/Debtor relationship must be placed outside the content of lines 1 to 20 as indicated on the illustration in Figure 12 (see 'Creditor's use only' below). The reverse side of a Mandate must not set out any information that might be misunderstood by the Debtor to be part of the Mandate.

The Scheme requires the Mandate to have a clear heading entitled "SEPA Direct Debit Mandate". The presence of the word "SEPA" is mandatory in the heading. The word can be present in two ways: or as part of the form name as in the illustration above, or by adding 'SEPA' between brackets in front or behind the form name.

The following attributes are to be contained within the Mandate in the line order shown:

Mandate attributes:

- Unique Mandate reference
- Name of the Debtor (line 1)
- Address of the Debtor (line 2)
- Postal code/city of the Debtor (line 3)
- Debtor's country of residence (line 4)
- Debtor's account number IBAN (line 5)
- The BIC code of the Debtor Bank (line 6)
- Creditor company name (line 7)
- Creditor's identifier (line 8)
- Creditor's address street and number (line 9)
- Creditor's postal code and city (line 10)
- Country of the Creditor (line 11)
- Type of payment (line 12)
- Signature place and time (line 13)
- Signature(s)

Additional attributes for information only:

- Debtor identification code (line 14)
- Name of the Debtor Reference Party (line 15)
- Identification code of the Debtor Reference Party (line 16)
- Name of the Creditor Reference Party (line 17)
- Identification code of the Creditor Reference Party (line 18)
- Underlying contract identifier (line 19)
- Contract description (line 20)

The name of these fields in order to assist the Debtor while filling in the Mandate, as presented in the illustration for the lines 1-20.

The legal text in the heading (the authorisation and the Refund right) and for the two-signature field.

For Creditors who include a Mandate within a publication i.e. magazine / journal the Mandate must still hold the above information.

**'Creditor's  
use only' box**

The only additional information permitted on the Mandate is an optional area for a Creditor's "Creditor's Use only", and the Creditor's company logo. The Creditor's "Creditor's Use only" area is provided solely for the internal use of the Creditor, may only be used after the signing by the Debtor for internal purposes, and must not be forwarded to the Creditor Bank in the dematerialised format of the Mandate.

## Attributes contained

The attributes in the Mandate document must be completed, unless otherwise indicated:

- By the Creditor: The identification Code of the SEPA Direct Debit Scheme, represented by the wording 'SEPA Direct Debit Mandate'
- By the Creditor: 01 The unique Mandate reference (optional when the Mandate is made available to the Debtor)
- By the Debtor: 14 The name of the Debtor
- By the Debtor: 09 The address of the Debtor
- By the Debtor: 15 The name of the Debtor Reference party (optional)
- By the Debtor: 37 The identification code of the Debtor Reference Party (optional)
- By the Debtor: 07 The account number (IBAN) of the account of the Debtor to be debited
- By the Debtor: 13 The BIC code of the Debtor Bank
- By the Debtor: 27 Debtor identification code (optional)
- By the Creditor: 02 The identifier of the Creditor
- By the Creditor: 03 The name of the Creditor
- By the Creditor: 38 Name of the Creditor Reference Party (optional)
- By the Creditor: 39 Identification code of the Creditor Reference Party (optional)
- By the Creditor: 05 The address of the Creditor
- By the Debtor: 25 The date of signing
- By the Debtor(s): 33 The signature(s) of the Debtor(s)
- By the Creditor: 21 The Transaction Type (only the values 'one-off' and 'recurrent' are allowed)
- By the Creditor: 08 The identifier of the underlying contract

## Guidelines for the design of the SEPA Direct Debit Mandate

- The standard heading 'SEPA Direct Debit Mandate' is mandatory
- The text on the Mandates must be in one or two or more languages of the country of the Debtor, plus in English if the Creditor is not able to determine with reasonable certainty the language of the Debtor.

The heading of the mandate must contain the following mandatory legal text with the following meaning (translations in SEPA languages are available on the following website: [http://www.europeanpaymentscouncil.eu/content.cfm?page=core\\_sdd\\_mandate\\_translations](http://www.europeanpaymentscouncil.eu/content.cfm?page=core_sdd_mandate_translations)): "By signing this mandate form, you authorise (A) {NAME OF CREDITOR} to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from {NAME OF CREDITOR}. As part of your rights, you are entitled to to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Please complete all the fields marked \*." Furthermore, the mandate must contain the following legal wording: "Your rights are explained in a statement that you can obtain from your bank." The reverse side of the Mandate document may contain the same wording as the front side in a second language when this is appropriate.

- The Mandate must be clearly separated from any other text. No additional material can appear within the boundary of the Mandate.
- Clear instructions to the Debtor for the Return of the form must be shown on the face of the Mandate
- Creditor's name, address and identifier number may be pre-printed or stamped on the Mandate
-

<b>Creditor's responsibilities</b>	<p>The Creditor must:</p> <ul style="list-style-type: none"> <li>• ensure that all Mandates and literature in respect of its SEPA Direct Debit application complies with these guidelines and should approach its bank if it needs any clarification</li> <li>• ensure that the unique Mandate reference is completed before sending the Mandate to the Debtor, or after the Debtor having returned the completed Mandate to the Creditor</li> <li>• ensure that the Mandate is correctly completed prior to sending any dematerialised information to any other party</li> </ul>
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#### 4.7.3 DS-02 - The Dematerialised Mandate

##### (👁 e-Mandates)

<b>Description</b>	This dataset contains all the mandatory attributes that must be registered in an electronic File to be kept by the Creditor, for the needs of the execution of the SEPA Direct Debit processes, like preparing the Collections according to DS-03. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• 01 The unique mandate reference</li> <li>• 14 The name of the Debtor</li> <li>• 09 The address of the Debtor</li> <li>• 27 Debtor identification code (if present in DS-01)</li> <li>• 15 The name of the Debtor Reference Party, if present in DS-01</li> <li>• 37 The identification code of the Debtor Reference Party (if present in DS-01)</li> <li>• 07 The account number (IBAN) of the Debtor to be debited</li> <li>• 08 The identifier of the underlying contract</li> <li>• 13 The BIC code of the Debtor Bank</li> <li>• 02 The identifier of the Creditor</li> <li>• 03 The name of the Creditor</li> <li>• 38 The name of the Creditor Reference Party (if present in DS-01)</li> <li>• 39 The identification code of the Creditor Reference Party (if present in DS-01)</li> <li>• 05 The address of the Creditor</li> <li>• 25 The date of signing of the Mandate</li> <li>• 16 The placeholder for the electronic signature data (if applicable)</li> <li>• 21 The Transaction Type (only the values 'one-off' and 'recurrent' are allowed)</li> <li>• 24 The reason for amendment of the Mandate (mandatory for amendments)</li> <li>• 36 The signing date of the cancellation of the Mandate</li> </ul>

#### 4.7.4 DS-03 – Customer to Bank Collection

##### (👁 e-Mandates)

<b>Description:</b>	The Creditor must supply the following attributes. Attributes known by the Creditor Bank may be filled in by the Creditor Bank. This is a matter between the Creditor and the Creditor Bank. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• 21 The transaction type (recurrent, one-off, first, last or Reversal)</li> <li>• 10 The Creditor's reference of the Collection</li> <li>• 03 The name of the Creditor</li> <li>• 05 The address of the Creditor (optional)</li> <li>• 02 The identifier of the Creditor</li> <li>• 38 The name of the Creditor Reference Party (if present in DS-02)</li> <li>• 39 The identification code of the Creditor Reference Party (if present in DS-02)</li> <li>• 04 The account number (IBAN) of the account of the Creditor to be credited for the Collection</li> <li>• 12 The BIC code of the Creditor Bank</li> <li>• 14 The name of the Debtor</li> <li>• 09 The address of the Debtor (optional)</li> <li>• 27 Debtor identification code (optional)</li> <li>• 15 The name of the Debtor Reference Party (if present in DS02)</li> <li>• 37 The identification code of the Debtor Reference Party (if present in DS-02)</li> <li>• 07 The account number (IBAN) of the account of the Debtor to be debited for the Collection</li> <li>• 13 The BIC code of the Debtor Bank</li> <li>• 01 The unique Mandate reference</li> <li>• 25 The date of signing of the Mandate</li> <li>• 16 The placeholder for the electronic signature data (if applicable)</li> <li>• 06 The amount of the Collection in euro</li> <li>• 11 The Due Date of the Collection</li> <li>• 24 The reason for amendment of the Mandate (mandatory if the Mandate has been amended)</li> <li>• 18 The identifier of the original Creditor who issued the Mandate (mandatory if the Mandate has been taken over by another Creditor than the Creditor who issued the Mandate)</li> <li>• 19 The unique Mandate reference as given by the original Creditor who issued the Mandate (mandatory if the Mandate has been taken over by another Creditor than the Creditor who issued the Mandate)</li> <li>• 22 The Remittance Information from the Creditor to the Debtor such as the identification number of the underlying contract, the reference number of the Pre-notification, etc. (optional)</li> <li>• 58 The purpose of the Collection (optional)</li> <li>• 59 The category purpose of the Collection (optional)</li> <li>• 17 The type of Mandate (for the Core scheme, the value 'paper' always applies).</li> </ul>
<b>Remarks</b>	These attributes reflect business requirements and do not prescribe fields in the SEPA Core Direct Debit Scheme C2B Implementation Guidelines as defined in section 0.5 (reference [12]).

#### 4.7.5 DS-04 – The Inter-bank Collection

##### (👁 e-Mandates)

<b>Description</b>	This dataset contains all the mandatory information items imposed by the Scheme for the Creditor Bank to send this instruction to the Debtor Bank through the CSM. It is also called “Collection” in the Rulebook. This dataset will be present in the successive process steps of Process 04, starting from step 03 and must be forwarded by all actors up to the Debtor Bank. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• 20 The identification code of the Scheme</li> <li>• 21 The transaction type (recurrent, one-off, first, last)</li> <li>• 10 The Creditor’s reference of the Collection</li> <li>• 03 The name of the Creditor</li> <li>• 38 The name of the Creditor Reference Party (if present in DS-03)</li> <li>• 39 The identification code of the Creditor Reference Party (if present in DS-03)</li> <li>• 05 The address of the Creditor (if present in DS-03)</li> <li>• 02 The identifier of the Creditor</li> <li>• 04 The account number (IBAN) of the account of the Creditor to be credited for the Collection</li> <li>• 12 The BIC code of the Creditor Bank</li> <li>• 14 The name of the Debtor</li> <li>• 09 The address of the Debtor (if present in DS-03)</li> <li>• 27 Debtor identification code (if present in DS-03)</li> <li>• 15 The name of the Debtor Reference Party (if present in DS-03)</li> <li>• 37 The identification code of the Debtor Reference Party (if present in DS-03)</li> <li>• 07 The account number (IBAN) of the account of the Debtor to be debited</li> <li>• 13 The BIC code of the Debtor Bank</li> <li>• 01 The unique Mandate reference</li> <li>• 25 The date of signing of the Mandate</li> <li>• 16 The placeholder for the electronic signature Data (if present in DS-03)</li> <li>• 06 The amount of the Collection in euro</li> <li>• 11 The Due Date of the Collection</li> <li>• 26 The Settlement Date of the Collection</li> <li>• 24 The reason for amendment of the Mandate (if present in DS-03))</li> <li>• 18 The identifier of the original Creditor who issued the Mandate (if present in DS-03)</li> <li>• 19 The unique Mandate reference as given by the original Creditor who issued the Mandate (if present in DS-03)</li> <li>• 22 The Remittance Information from the Creditor to the Debtor such as the identification number of the underlying contract, the reference number of the Pre-notification, etc. (if present in DS-03)</li> <li>• 43 The Creditor Bank’s reference of the Collection</li> <li>• 58 The purpose of the Collection (if present in DS-03)</li> <li>• 59 The category purpose of the Collection (see underneath in ‘Rules applied’ )</li> <li>• 17 The type of Mandate (for the Core scheme, the value ‘paper’ always applies).</li> </ul>
<b>Rules applied</b>	Regarding AT-59, when the agreement between Creditor and Creditor Bank only involves a specific processing at Creditor Bank level, said Creditor Bank is not obliged to send AT-59 to the Debtor Bank as part of DS-04.
<b>Remarks</b>	These attributes reflect business requirements and do not prescribe fields in the SEPA Core Direct Debit Scheme Inter-bank Implementation Guidelines as defined in section 0.5 (reference [9]).



#### 4.7.6 DS-05 – The Message for the Rejection, Return or Refund of a Collection or a Reversal

<b>Description</b>	This dataset describes the content of a Reject, Return or Refund of a Collection or a Reversal. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• R1 The type of “R” message</li> <li>• R2 Identification of the type of party initiating the “R” message</li> <li>• R3 The reason code for non-acceptance of the Collection</li> <li>• R4 The Settlement Date for the Return or Refund instruction</li> <li>• R5 Specific reference of the bank initiating the Reject/Return/Refund for Reject/Return/Refund</li> <li>• R6 The Refund compensation recovered by the Debtor Bank from the Creditor Bank (optional, applies only for a Refund)</li> <li>• R8: The amount of the Interchange fee (optional)</li> <li>• An exact copy of all the attributes of the received DS-04 which is being returned/rejected/refunded or the received DS-07, except attribute AT-31 of DS-07 which is being returned</li> </ul>
<b>Remarks</b>	These attributes reflect business requirements and do not prescribe fields in the SEPA Core Direct Debit Scheme Inter-bank Implementation Guidelines as defined in section 0.5 (reference [9]).

#### 4.7.7 DS-06 - Bank to customer Direct Debit Information

<b>Description</b>	This dataset contains the information on the Collection debited on the account of the Debtor to be made available to the Debtor. Communication of this information is mandatory. All the other attributes received in the inter-Bank Collection (DS-04) may be made available depending upon the terms of the agreement with the Debtor.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• 20 The identification code of the Scheme or a equivalent debit bank specific - SEPA Direct Debit based - direct debit product identification</li> <li>• 03 The name of the Creditor</li> <li>• 02 The Identifier of the Creditor</li> <li>• 01 The unique Mandate reference</li> <li>• 06 The amount of the Collection in euro</li> <li>• 22 The Remittance Information from the Creditor to the Debtor such as the identification number of the underlying contract, the reference number of the Pre-notification, etc. (if present in DS-03)</li> <li>• 10 The Creditor's reference of the Direct Debit Transaction</li> </ul>
<b>Remarks</b>	These attributes reflect only business requirements and the logical and physical representation is left to the Debtor Bank.

#### 4.7.8 DS-07 – The Inter-bank Reversal for the Collection

<b>Description</b>	This dataset contains all the Scheme-imposed attributes for the sending of a Reversal for a Collection. See also section 4.4 for the exact definition of a Reversal. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• 04 The account number (IBAN) of the Creditor to be debited for the message</li> <li>• 12 The BIC code of the Creditor Bank</li> <li>• R2 Identification of the type of party initiating the “R” message</li> <li>• R4 The Settlement Date for the Reversal</li> <li>• 44 The amount of the Reversal in euro</li> <li>• 31 The Reversal reason code</li> <li>• 43 The Creditor Bank's reference of the Collection</li> <li>• R7 The specific reference of the Creditor Bank for the Reversal</li> <li>• An exact copy of all the attributes of the original DS-04 which is being reversed.</li> </ul>
<b>Remarks</b>	These attributes reflect business requirements and do not prescribe fields in the SEPA Core Direct Debit Scheme Inter-bank Implementation Guidelines as defined in section 0.5 (reference [9]).

#### 4.7.9 DS-08 – The request and response message for a claim for the Refund of an unauthorised transaction

<b>Description</b>	<p>This dataset contains the message:</p> <ol style="list-style-type: none"> <li>1. For sending a request for Refund of an Unauthorised Transaction from the Debtor Bank up to the Creditor Bank. The Creditor bank must forward these elements to the Creditor.</li> <li>2. And for sending the response on the request for Refund from the Creditor Bank to the Debtor Bank</li> </ol> <p>Attributes are mandatory unless indicated otherwise.</p>
<b>Attributes contained</b>	<p><b>Regarding the request procedure:</b></p> <ul style="list-style-type: none"> <li>• 45 The Debtor Bank's Reference of the request</li> <li>• 46 The Refund request type code</li> <li>• 47 The Date of receipt of the request by the Debtor Bank</li> <li>• 48 The Date of sending the request by the Debtor Bank</li> <li>• 49 The Name of the Debtor Bank</li> <li>• 50 The Debtor Bank contact details</li> <li>• 51 The e-mail address or fax number of the Debtor Bank where the copy of the Mandate should be sent to</li> <li>• 12 BIC code of the Creditor Bank (optional)</li> <li>• 04 The Account Number (IBAN) of the Creditor (optional)</li> <li>• 52 The indication that a confirmation of the receipt of the request by the Creditor Bank is requested (yes/no)</li> </ul> <p><b>Regarding the Collection disputed:</b></p> <ul style="list-style-type: none"> <li>• 20 The Identification Code of the SEPA Direct Debit Scheme</li> <li>• 02 The Identifier of the Creditor</li> <li>• 03 The Name of the Creditor</li> <li>• 10 The Creditor's Reference of the Collection</li> <li>• 43 The Creditor Bank's Reference of the Collection</li> <li>• 01 The Unique Mandate Reference</li> <li>• 06 The Amount of the Collection in Euro</li> <li>• 13 BIC code of the Debtor Bank</li> <li>• 07 The Account Number (IBAN) of the Debtor</li> <li>• 14 The Name of the Debtor</li> <li>• 53 The Debit date of the Collection (if different from the Settlement date of the Collection)</li> <li>• 26 Settlement Date of the Collection</li> <li>• 54 Latest Collection Date (or the next attribute, or this one)</li> <li>• 55 The Cancellation Date (applicable for Refund type = 3)(or the previous attribute, or this one)</li> <li>• 17 The type of Mandate (paper, e-mandate)</li> </ul> <p>For sending the response by the Creditor Bank to the Debtor Bank, the following additional attributes must be completed:</p> <ul style="list-style-type: none"> <li>• 56 The Reference of the response of the Creditor (optional)</li> <li>• 57 The Response type codes (the values 1 and 2, and 2 and 3 can apply together in a valid answer)</li> </ul>
<b>Remarks</b>	<p>These attributes reflect business requirements and do not prescribe fields in the SEPA Core Direct Debit Scheme Inter-bank Implementation Guidelines as defined in section 0.5 (reference [9]).</p>

#### 4.7.10 DS-09 – The request and response template for a claim for the Refund of an unauthorised transaction

SEPA Direct Debit	Claim for REFUND of an unauthorised collection
<b>The Debtor:</b>	- Name (*) _____ - BIC of the Debtor Bank (*) _____ - IBAN (*) _____
<b>The Creditor:</b>	- Name (*) _____ - Identifier: (*) _____ - BIC of the Creditor Bank: (*) _____ - IBAN (O) _____
<b>Information on the collection:</b>	- Amount in euro: (*) _____, Debit date of the Debtor: (*) ____/____/____ Settlement date: (*) ____/____/____ Latest collection date: (*) ____/____/____ Cancellation date: (O) ____/____/____ - Refund request type code (*): Mandate copy requested, even if claim accepted: ____ Mandate cancelled: ____ No Mandate copy requested if claim accepted: ____ Mandate terminated: ____ - Unique mandate reference: (*) _____ - Creditor's reference: (*) _____ - Creditor Bank's reference: (*) _____
<b>Request sent by Debtor Bank:</b>	- Date: (*) ____/____/____ Confirmation of receipt requested: - Name Debtor Bank: (*) _____ - Debtor bank contact details: (*) _____ _____ - Reference of the request: (*) _____ - Date of receipt of Debtor's request (*) ____/____/____ - Response of Creditor Bank to be sent by (*) SWIFT message ____ E-mail ____ Fax ____ To e- mail address: (O) _____ Or to fax number: (O) _____
<b>Response of the Creditor (**):</b>	- Date of sending the response: (*) ____/____/____ - Reference of the response (*) _____ - Answer type code: (*) Claim accepted ____ No Mandate, claim accepted ____ Copy of Mandate provided ____ Claim disputed ____
	(*): Mandatory fields      (**): to be completed by the Creditor      (O): optional

<b>Description</b>	<p>This dataset describes the standard template for initiating a Refund request from the Debtor Bank to the Creditor Bank up to the Creditor. It must also be used to send the reply from the Creditor Bank to the Debtor Bank. It must be used in the channels e-mail and fax accepted by the Refund procedure. This template may also be used in the first step, the registration of the Claim by the Debtor Bank. In the following steps, it must be forwarded as described in the procedure description.</p> <p>The template document must contain the field identifiers, followed by the necessary blank space in which to fill the required data items. The identifiers on the template must be in at least one and up to three languages of the country of residence of the Debtor, together with English.</p> <p>The design of the templates must comply with the requirements set out below.</p> <p>The Scheme does not standardise the font or colours used in the template.</p> <p>The Scheme requires the template to have a clear heading entitled “SEPA Direct Debit -Claim for REFUND of an unauthorised collection” and the following attributes are to be contained within the Mandate in the line order shown:</p>
<b>Attributes contained</b>	<p>Template attributes: (to be completed with the line number on the template model for each attribute)</p> <ul style="list-style-type: none"> <li>• 45 The Debtor Bank’s Reference of the request</li> <li>• 46 The Refund request type code</li> <li>• 47 The Date of receipt of the request by the Debtor Bank</li> <li>• 48 The Date of sending the request by the Debtor Bank</li> <li>• 49 The Name of the Debtor Bank</li> <li>• 50 The Debtor Bank contact details</li> <li>• 51 The e-mail address or fax number where the copy of the Mandate should be sent to at the Debtor Bank</li> <li>• 12 BIC code of the Creditor Bank (optional)</li> <li>• 04 The Account Number (IBAN) of the Creditor (optional)</li> <li>• 52 The Indication that a confirmation of the receipt of the request by the Creditor Bank requested (yes/no)</li> <li>• 20 The Identification Code of the Scheme</li> <li>• 02 The Identifier of the Creditor</li> <li>• 03 The Name of the Creditor</li> <li>• 10 The Creditor’s Reference of the Collection</li> <li>• 43 The Creditor Bank’s Reference of the Collection</li> <li>• 01 The Unique Mandate Reference</li> <li>• 06 The Amount of the Collection in euro</li> <li>• 13 BIC code of the Debtor Bank</li> <li>• 07 The Account Number (IBAN) of the Debtor</li> <li>• 14 The Name of the Debtor</li> <li>• 53 The Debit date of the Collection (if different from the Settlement date of the Collection)</li> <li>• 26 Settlement date of the Collection</li> <li>• 54 Latest Collection Date (or the next attribute, or this one)</li> <li>• 55 The Cancellation Date (applicable for Refund type = 3)(or the previous attribute, or this one)</li> <li>• 56 The Reference of the response of the Creditor (optional)</li> <li>• The Date of sending the response of the Creditor</li> <li>• 57 The Response type codes (the values 1 and 2, and the values 2 and 3 can apply together in a valid response) + choice to be selected</li> </ul>
<b>Remarks</b>	<p>The name of these fields must be present on the template, in order to assist the Debtor Bank while filling in the template, as presented in the illustration.</p> <p>The attributes in the template document must be completed, unless otherwise indicated.</p>

#### 4.7.11 DS-10 – The request message for obtaining a copy of a Mandate

<b>Description</b>	<p>This dataset contains the message:</p> <ol style="list-style-type: none"> <li>1. for sending a request for obtaining a copy of a Mandate from the Debtor Bank up to the Creditor Bank. The Creditor Bank must forward these elements to the Creditor.</li> <li>2. and for sending the answer on the request for a copy of a Mandate from the Creditor Bank to the Debtor Bank</li> </ol> <p>Attributes are mandatory unless indicated otherwise.</p>
<b>Attributes contained</b>	<p><b>Regarding the request procedure:</b></p> <ul style="list-style-type: none"> <li>• 45 The Debtor Bank's Reference of the request</li> <li>• 48 The Date of sending the request by the Debtor Bank</li> <li>• 49 The Name of the Debtor Bank</li> <li>• 50 The Debtor Bank contact details</li> <li>• 51 The e-mail address or fax number where the copy of the Mandate should be sent to at the Debtor Bank</li> <li>• 12 BIC code of the Creditor Bank (optional)</li> <li>• 20 The Identification Code of the Scheme</li> <li>• 02 The Identifier of the Creditor</li> <li>• 03 The name of the Creditor</li> <li>• 01 The Unique Mandate Reference</li> <li>• 14 The Name of the Debtor</li> <li>• 17 The type of Mandate (paper, e-mandate).</li> </ul> <p><b>For sending the response by the Creditor Bank to the Debtor Bank, the following additional attributes must be completed:</b></p> <ul style="list-style-type: none"> <li>• 56 The Reference of the response of the Creditor (optional)</li> <li>• 57 The Response type code</li> </ul>
<b>Remarks</b>	<p>These attributes reflect business requirements and do not prescribe fields in SEPA Core Direct Debit Scheme Inter-bank Implementation Guidelines as defined in section 0.5 (reference [9]).</p>

#### 4.7.12 DS-11 - The template for the request and the response for obtaining a copy of a Mandate

SEPA Direct Debit	Claim for a copy of a Mandate
<b>The Debtor:</b>	- Name (*) _____
<b>The Creditor:</b>	- Name (*) _____ - Identifier: (*) _____ - BIC of the Creditor Bank: (*) _____
<b>The Mandate:</b>	- unique mandate reference: (*) _____
<b>Request sent by Debtor Bank:</b>	- Date: (*) ____/____/_____ - Name Debtor Bank: (*) _____ - Debtor bank contact details: (*) _____ _____ - Reference of the request: (*) _____ - Answer of Creditor Bank to be sent by (*) SWIFT message _____ E-mail _____ Fax _____ to e-mail address: (O) _____ or to fax number: (O) _____
<b>Response of the Creditor (**):</b>	- Reference of the answer (*) _____ - Answer type code: (*) Copy provided _____ No Mandate available _____
(*) : mandatory fields    (**) to be completed by the Creditor    (O): optional	

<b>Description</b>	<p>This dataset describes the standard template for initiating a request for obtaining a copy of a Mandate from the Debtor Bank to the Creditor Bank up to the Creditor. It must also be used to send the reply from the Creditor Bank to the Debtor Bank. It must be used in the channels e-mail and fax accepted by the procedure.</p> <p>The template document must contain the field identifiers, followed by the necessary blank space in which to fill the required data items. The identifiers on the template must be in at least one and up to three languages of the country of residence of the Debtor, together with English.</p> <p>The design of the templates must comply with the requirements set out below.</p> <p>The Scheme requires the template to have a clear heading entitled “SEPA Direct Debit -Claim for a copy of a Mandate” and the following attributes are to be contained within the Mandate in the line order shown:</p>
<b>Attributes contained</b>	<p>Template attributes: (to be completed with the line number on the template model for each attribute)</p> <ul style="list-style-type: none"> <li>• 45 The Debtor Bank’s Reference of the request</li> <li>• 48 The Date of sending the request by the Debtor Bank</li> <li>• 49 The Name of the Debtor Bank</li> <li>• 50 The Debtor Bank contact details</li> <li>• 51 The e-mail address or fax number where the copy of the Mandate should be sent to at the Debtor Bank</li> <li>• 12 BIC code of the Creditor Bank (optional)</li> <li>• 20 The Identification Code of the Scheme</li> <li>• 02 The Identifier of the Creditor</li> <li>• 03 The Name of the Creditor</li> <li>• 01 The Unique Mandate Reference</li> <li>• 14 The Name of the Debtor</li> <li>• 56 The Reference of the response sent by the Creditor (optional)</li> <li>• The Date of sending the response by the Creditor</li> <li>• 57 The Response type codes</li> </ul>
<b>Remarks</b>	<p>The name of these fields must be present on the template, in order to assist the Debtor Bank while filling in the template, as presented in the illustration.</p> <p>The attributes in the template document must be completed, unless otherwise indicated.</p>



## 4.8 Business Requirements for Attributes

This section is focussed on stating the business requirements for the data elements used by the Scheme.

### 4.8.1 List of Attributes

#### (👁 e-Mandates)

- AT-01 The unique Mandate reference
- AT-02 The identifier of the Creditor
- AT-03 The name of the Creditor
- AT-04 The account number (IBAN) of the Creditor
- AT-05 The address of the Creditor
- AT-06 The amount of the Collection in euro
- AT-07 The account number (IBAN) of the Debtor
- AT-08 The identifier of the underlying contract
- AT-09 The address of the Debtor
- AT-10 The Creditor's reference of the Direct Debit Transaction
- AT-11 The Due Date of the Collection
- AT-12 BIC code of the Creditor Bank
- AT-13 BIC code of the Debtor Bank
- AT-14 The name of the Debtor
- AT-15 The name of the Debtor reference Party
- AT-16 The placeholder for the electronic signature data
- AT-17 The type of Mandate (paper, e-Mandate)
- AT-18 The identifier of the original Creditor who issued the Mandate
- AT-19 The unique Mandate reference as given by the original Creditor who issued the Mandate
- AT-20 The identification code of the Scheme
- AT-21 The transaction type
- AT-22 The Remittance Information sent by the Creditor to the Debtor in the Collection
- AT-24 The reason for amendment of the Mandate
- AT-25 The date of signing of the Mandate
- AT-26 The Settlement Date of the Collection
- AT-27 Debtor identification code
- AT-31 The Reversal reason code

- AT-33 The signature(s) of the Debtor(s)
- AT-36 The signing date of the cancellation of the Mandate
- AT-37 The identification code of the Debtor Reference Party
- AT-38 The name of the Creditor Reference Party
- AT-39 The identification code of the Creditor Reference Party
- AT-43 The Creditor Bank's reference of the Collection
- AT-44 The amount of the Reversal in euro.
- AT-45 The Debtor Bank's reference of the request
- AT-46 The Refund request type code
- AT-47 The Date of receipt of the request by the Debtor Bank
- AT-48 The Date of sending the request by the Debtor Bank
- AT-49 The Name of the Debtor Bank
- AT-50 The Debtor Bank contact details
- AT-51 The email address or fax number of the Debtor Bank where the copy of the Mandate should be sent
- AT-52 The indication that a confirmation of the receipt of the request by the Creditor Bank is requested (yes/no)
- AT-53 The Debit date of the Collection
- AT-54 The latest Collection Date
- AT-55 The Cancellation Date
- AT-56 The Reference of the response of the Creditor
- AT-57 The Response type codes
- AT-58 The purpose of the Collection
- AT-59 The category purpose of the Collection
- AT-R1 Type of "R" message
- AT-R2 Identification of the type of party initiating the "R" message
- AT-R3 The reason code for non-acceptance
- AT-R4 The Settlement Date for the Return or Refund instruction (DS-05) or the Reversal (DS-07)
- AT-R5 Specific reference of the bank initiating the Reject/Return/Refund for Reject/Return/Refund.
- AT-R6 The Refund compensation recovered by the Debtor Bank from the Creditor Bank
- AT-R7 The specific reference of the Creditor Bank for the Reversal
- AT-R8 The amount of the Interchange Fee

For each attribute specific for SEPA Direct Debit, there is a short description. Where appropriate there is also a related description of possible values (R-codes). The Rulebook does not define attribute format or field length, unless this is considered to be a business requirement.

#### 4.8.2 AT-01 –The Unique Mandate Reference

**Description:** This reference identifies for a given Creditor, each Mandate signed by any Debtor for that Creditor. This number must be unique for each Mandate in combination with the identifier of the Creditor (AT-02 without the extension, called Creditor Business Code). The Creditor must organize himself in such a way that the delivery by any third party of the elements AT-01 + AT-02 without the extension, called Creditor Business Code, must allow indefinite retrieval of the Mandate data.

The Rulebook does not limit the length of the attribute. It is recommended to Creditors to limit the length to a number of positions needed for managing the business of the Creditor as the attribute is used in several processes as a key to be entered to access files containing Mandate information.

#### 4.8.3 AT-02 – The Identifier of the Creditor

##### **Description: 1 The Creditor Identifier**

The identifier of the Creditor is unique in the Scheme: each identifier allows the identification of one Creditor without ambiguity in SEPA. A Creditor may use more than one Identifier.

A Creditor can use the “Creditor Business Code” extension to identify different business activities.

This identifier identifies a legal entity, or an association that is not a legal entity, or a person assuming the role of the Creditor. This identification must be stable in time, to enable the Debtor and the Debtor Bank to Return to the Creditor for Refund and complaints and to check the existence of a Mandate at the presentation of Collections by the Creditor.

##### **2 The Structure of the Identifier**

The Creditor identifier uses, wherever possible, information available in the public domain. Consequently, there is no need for a centralised database at Scheme level containing the identifiers of Creditors and other associated Creditor data.

The Creditor identifier contains the following elements:

**a. The ISO country code** (reference [4]) of the country where the national identifier of the Creditor has been issued

**b. The check digit** (covering a + d)

**c. The extension, called Creditor Business Code**, allowing the Creditor to identify different business lines or different services. This extension is not needed to identify a Mandate in a unique way, but contains useful information for the Creditor and for the Debtor. It can be used by the Creditor in a flexible way, not being part of the real identifying part of the Creditor Identifier. Creditors can change it over time for business reasons.

**d. The country-specific part** of the Creditor identifier being a national identifier of the Creditor, as defined by the National Community.

The identifier of the Creditor as defined by the National Community contains, for most countries, a specific structure for the identification of the Creditors. The country-specific part is not unique on SEPA level, as the logic behind is totally different from country to country. These national rules might generate identical values for identifiers in different countries, which explains the necessity to add the ISO country code.

The detailed specifications of this identifier are provided in detail in the SEPA Core Direct Debit Inter-Bank Implementation Guidelines (reference [9]).

### **3 Implementation and Transition Period**

From the start of the Scheme, the structure of the Creditor Identifier as defined above and specified in the Implementation Guidelines (reference [9]) will be used in the Scheme. For countries using a national identifier, which has insufficient capacity or is unsatisfactory for the intended use, a new or adapted national identifier may be defined.

### **4 SEPA-wide use of the Creditor Identifier**

The advantage of the Scheme is that the Creditor can use a single identifier for the whole SEPA region.

A Creditor Identifier based on an identifier from any SEPA country can be used in all SEPA countries.

#### **4.8.4 AT-03 – The Name of the Creditor**

**Description:** The name of the Creditor is information made available by the Debtor Bank to the Debtor to allow the Debtor to identify the Creditor having initiated the Collection.

#### **4.8.5 AT-04 – The Account Number of the Creditor**

**Description:** The account number (IBAN) of the account of the Creditor

- To be credited for a Collection (DS-04)
- To be debited for a Reject, Return, Refund (DS-05) and Reversal (DS-07) of a Collection

#### **4.8.6 AT-05 – The Address of the Creditor**

**Description:** The address of the Creditor as forwarded to the Debtor

#### **4.8.7 AT-06 – The Amount of the Collection in Euro**

**Description:** The amount contains two parts, the first is expressed in euro, and the second is expressed in euro cents.

The first part must be larger than or equal to zero euro, and equal to or not larger than 999.999.999 euro. The second part must be larger than or equal to zero euro cent, and smaller than or equal to 99 euro cents.

The combined value of 0,00 euro (zero euro and zero euro cent) is not allowed.

#### **4.8.8 AT-07 – The Account Number of the Debtor**

**Description:** The account number (IBAN) of the account of the Debtor

- To be debited for a Collection (DS-04)
- To be credited for a Refund (DS-05) and for a Reversal (DS-07) of a Collection

#### **4.8.9 AT-08 - The Identifier of the Underlying Contract**

**Description:** The identifier is defined in terms of layout and content by the Creditor. It may contain elements for self-control such as check-digits, but the other parties in the Scheme are not required to do any checking on this attribute.

#### **4.8.10 AT-09 - The Address of the Debtor**

**Description:** The address of the Debtor as registered by the Creditor

#### **4.8.11 AT-10 - The Creditor's Reference of the Direct Debit Transaction**

**Description:** This number identifies for a given Creditor, each Collection transaction presented to the Creditor's bank, in a unique way. This number will be transmitted in the whole process of the handling of the Collections from the Process-step PT-04.01, until the finality of the Collection. It must be returned in any exception handling process-step by any party involved. The Creditor cannot request for any other referencing information to be returned to him, in order to identify a Collection. The Creditor must define the internal structure of this reference; it can only be expected to be meaningful to the Creditor

#### **4.8.12 AT-11 – The Due Date of the Collection**

**Description:** See section 4.3.1

#### **4.8.13 AT-12 - BIC Code of the Creditor Bank**

**Description:** See Chapter 7, Defined Terms in the Rulebook.

#### **4.8.14 AT-13 - BIC Code of the Debtor Bank**

**Description:** See Chapter 7, Defined Terms in the Rulebook

#### **4.8.15 AT-14 – The Name of the Debtor**

**Description:** The name of the Debtor as registered by the Creditor.

#### **4.8.16 AT-15 - The Name of the Debtor Reference Party**

**Description:** See section 3.1.

Information relating to a Debtor Reference Party is included only for the purpose of assisting the Debtor and/or Creditor in managing their payments and is not required to be provided to or by the Debtor Bank and/or Creditor Bank for the purpose of effecting the payment to which the information relates.

#### **4.8.17 AT-16 – The Placeholder for the Electronic Signature Data**

**Description:** This is a placeholder for the transmission of the information needed for the use of an electronic signature.

#### **4.8.18 AT-17 - The type of Mandate (paper, e-Mandate)**

**Description:** The type of Mandate allows distinguishing between a Mandate issued in paper in accordance with the rules of the Core Scheme Rulebook and a Mandate issued as an e-Mandate under the rules of the optional e-Mandate service described in Annex VII of this Rulebook.

#### **4.8.19 AT-18 - The Identifier of the Original Creditor who issued the Mandate**

**Description:** The Creditor Identifier of the Creditor who issued the Mandate before the Mandate and its underlying contract was taken over by another Creditor.

#### **4.8.20 AT-19 - The Unique Mandate Reference as given by the Original Creditor who issued the Mandate**

**Description:** In the case that a Mandate is taken over by another Creditor than the Creditor who initiated the Mandate, the original unique Mandate reference must be stored in this attribute.

#### **4.8.21 AT-20 –The Identification Code of the SEPA Direct Debit Scheme**

**Description:** This code allows instructions under the Scheme to be distinguished from those of other schemes.

#### **4.8.22 AT-21 – The Transaction Type**

**Description:** This attribute allows different types of transaction to be identified.

**Value range:**

1. One-off Collection
2. Recurrent, not the first or the last Collection of the recurrent Collections
3. First Collection of the recurrent Collections
4. Last Collection of the recurrent Collections
5. Reversal

**Remarks** The values given for the codes are arbitrary for inventory purposes, not taken from an approved standard.

#### **4.8.23 AT-22 – The Remittance Information sent by the Creditor to the Debtor in the Collection**

**Description:** This information is defined by the Creditor and must be communicated by the Debtor Bank to the Debtor when debiting the account of the Debtor. It is recommended that it contains a reference to the pre notification. It may also contain the identifier of the underlying contract.

#### 4.8.24 AT-24 – The Reason for Amendment of the Mandate

**Description:** This code describes the reason for the amendment by the Creditor and/or the Debtor

**Value range:** Change of AT-01 (the Creditor defining a new unique Mandate reference )  
Change of AT-02 (new Creditor Identifier Information)  
Change of AT-03 (The Name of the Creditor)  
Change 1 of AT-07 ( the Debtor specifying another account to be debited in the same bank )  
Change 2 of AT-07 (the Debtor specifying another account to be debited in another bank)  
Change of AT-01 and change of AT-02

#### 4.8.25 AT-25 – The Date of Signing of the Mandate

**Description:** The date on which the Mandate was signed by the Debtor, as registered by the Creditor in the dematerialisation of the Mandate document. For Mandates migrated from other direct debit schemes, this attribute might not be available. In such case, it is up to communities of Participants to define how to provide a valid substitute for this date

#### 4.8.26 AT-26 – The Settlement Date of the Collection

**Description:** The date on which the amount of the Collection is settled by the CSM.

#### 4.8.27 AT-27 - Debtor Identification Code

**Description:** This attribute identifies the Debtor by specifying a code determined by the Debtor in agreement with the Creditor to facilitate the identification of the Debtor. May be specified by the Debtor, is optional for the Scheme.

#### 4.8.28 AT-31 – The Reversal Reason Code

**Description:** This code explains the reason for the Reversal for a Collection. It is defined by the Creditor who initiates the Reversal. It can be used by the Debtor Bank to inform the Debtor about the reason for the credit of the account of the Debtor.

**Value range:** Duplicate entry  
Reason not specified

#### 4.8.29 AT-33 – The Signature(s) of the Debtor(s)

**Description:** The signature(s) on paper of the Debtor(s)

#### 4.8.30 AT-36 – The Signing Date of the Cancellation of the Mandate

**Description:** The date on which the cancellation of the Mandate was signed by the Debtor, as registered by the Creditor in the dematerialisation of the Mandate cancellation.

#### **4.8.31 AT-37 – The identification code of the Debtor Reference Party**

**Description:** A code supplied by the Debtor and delivered to the Creditor as part of the completed Mandate. Information relating to a Debtor Reference Party is included only for the purpose of assisting the Debtor and/or Creditor in managing their payments and is not required to be provided to or by the Debtor Bank and/or Creditor Bank for the purpose of effecting the payment to which the information relates.

#### **4.8.32 AT-38 – The name of the Creditor Reference Party**

**Description:** Information relating to a Creditor Reference Party is included only for the purpose of assisting the Debtor and/or Creditor in managing their payments and is not required to be provided to or by the Debtor Bank and/or Creditor Bank for the purpose of effecting the payment to which the information relates.

#### **4.8.33 AT-39 – The identification code of the Creditor Reference Party**

**Description:** A code supplied by the Creditor and delivered unaltered to the Debtor. Information relating to a Creditor Reference Party is included only for the purpose of assisting the Debtor and/or Creditor in managing their payments and is not required to be provided to or by the Debtor Bank and/or Creditor Bank for the purpose of effecting the payment to which the information relates.

#### **4.8.34 AT-43 – The Creditor Bank's Reference of the Collection**

**Description:** The reference of the Collection given by the Creditor Bank to be forwarded to the Debtor Bank.

#### **4.8.35 AT-44 – The Amount of the Reversal in euro**

**Description:** The amount for the reversal of a Collection. This amount cannot be different from the amount of the Collection involved, as partial reversals are not allowed.

#### **4.8.36 AT-45 - The Debtor Bank's Reference of the request**

**Description:** The reference of the request (for a claim for a Refund of an unauthorised transaction, or for obtaining a copy of a Mandate) given by the Debtor Bank to be forwarded to the Creditor Bank.

#### **4.8.37 AT-46 - The Refund request type code**

**Description:** This code identifies the type of request for a Refund of an unauthorised transaction.

Four types of request can be distinguished:

1. A copy of the Mandate is requested by the Debtor Bank, the copy must be provided, except if the Creditor accepts the claim.
2. A copy of the Mandate is requested by the Debtor Bank, the copy must be provided, even if the Creditor accepts the claim.
3. No copy of the Mandate is requested by the Debtor Bank as, according to the Debtor, the Mandate has already been cancelled by the Debtor.
4. No copy of the Mandate is requested by the Debtor Bank as the Mandate should have been cancelled by the Creditor due to 36 months of inactivity after the latest collection presented.



#### **4.8.38 AT-47 - The Date of receipt of the request by the Debtor Bank**

**Description:** The date on which the request initiated by the Debtor, has been received by the Debtor Bank.

#### **4.8.39 AT-48 – The Date of sending the request by the Debtor Bank**

**Description:** The date on which the request has been forwarded by the Debtor bank to the Creditor Bank.

#### **4.8.40 AT-49 – The Name of the Debtor Bank**

**Description:** The name of the Debtor Bank as specified in the request.

#### **4.8.41 AT-50 – The Debtor Bank contact details**

**Description:** The contact details of the Debtor Bank, to be used by the Creditor Bank or the Creditor, in the case that a contact is necessary to clarify the request made.

#### **4.8.42 AT-51 – The e-mail address or fax number of the Debtor Bank where the copy of the Mandate should be sent**

**Description:** The e-mail address or fax number of the Debtor Bank where the copy of the Mandate should be sent by the Creditor Bank.

#### **4.8.43 AT-52 – The indication that a confirmation of the receipt of the request by the Creditor Bank is requested (yes/no)**

**Description:** The indication that a confirmation of the receipt of the request by the Creditor Bank is requested by the Debtor Bank. When the confirmation is requested 'yes' should be specified.

#### **4.8.44 AT-53 – The Debit date of the Collection**

**Description:** See section 4.3.1

#### **4.8.45 AT-54 – The latest Collection Date**

**Description:** The due date of the latest Collection under the Mandate for which a claim for Refund for an unauthorised transaction is made

#### **4.8.46 AT-55 – The Cancellation Date**

**Description:** The date on which the Mandate has been cancelled by the Debtor or the Creditor.

#### **4.8.47 AT-56 – The Reference of the response of the Creditor**

**Description:** The reference of the response of the Creditor on the request made by the Debtor Bank.

#### 4.8.48 AT-57 - The Response type codes

**Description:** The Response type code(s) identify the type of response given by the Creditor Bank to the Debtor Bank. The values 1 and 2, and 2 and 3 can apply together in a valid response on a Refund request.

The codes are the following:

- 1: Creditor accepts the claim for Refund presented by the Debtor (applicable for Refund requests)
- 2: Creditor provides a Mandate copy (applicable for Refund requests)
- 3: Claim disputed by the Creditor (applicable for Refund requests)
- 4: Creditor provides a Mandate copy (Default value applicable for Mandate copy requests)
- 5: Creditor does not provide a Mandate copy (applicable for Mandate copy requests)

#### 4.8.49 AT-58 – The purpose of the Collection

**Description:** The purpose of the direct debit Collection is the underlying reason for the direct debit transaction, i.e. information on the nature of such transaction.

**Value range:** All codes part of the ISO standard are accepted.

#### 4.8.50 AT-59 – The category purpose of the Collection

**Description:** The category purpose of the collection is information on the high level nature of the direct debit transaction. It can have different goals: allow the Creditor Bank to offer a specific processing agreed with the Creditor, or allow the Debtor Bank to apply a specific processing

**Value range:** All codes part of the ISO standard are accepted.

#### 4.8.51 AT-R1 – Type of “R” message

**Description:** This code contains the code identifying the type of “R” message

**Value range:** Reject of a Collection  
Return of a Collection  
Refund of a Collection

#### 4.8.52 AT-R2 - Identification of the type of party initiating the “R” message

**Description:** Types are:  
Creditor Bank (for Reject, Reversal)  
Debtor Bank (for Reject, Return)  
CSM (for Reject only)  
Creditor (for Reversal only)  
Debtor (for Refund only)

#### 4.8.53 AT-R3 – The Reason Code for Non-Acceptance (Reject, Return or Refund)

**Value range:** The reasons for a **Reject, Return or Refund** by the Creditor Bank need not be specified, they are left to a bilateral agreement between Creditor's bank and its customer (Creditor).

The reasons for a **Reject** by the CSM or the Debtor's bank are as follows:

- Operation/transaction code incorrect, invalid File format
- Bank identifier incorrect (i.e. invalid BIC)
- Debtor deceased
- Account identifier incorrect (i.e. invalid IBAN)
- Account closed
- Direct debit forbidden on this account for regulatory reasons
- Account blocked
- Reason not specified
- Insufficient Funds
- Mandate data missing or incorrect
- No Mandate
- Regulatory reason
- Account blocked for Direct Debit by the Debtor
- Specific service offered by the Debtor Bank
- Duplicate collection
- Refusal by the Debtor
- Identifier of the Creditor incorrect
- Direct debit type incorrect (to be used only in relation with short time cycle direct debits)

The reasons for a **Return** by the Debtor's bank are as follows:

- Account identifier incorrect (i.e. invalid IBAN or account number does not exist)
- Account closed
- Debtor deceased
- Direct debit forbidden on this account for regulatory reasons
- Duplicate collection
- Account blocked
- Reason not specified
- Insufficient Funds
- No Mandate
- Account blocked for Direct Debit by the Debtor
- Refusal by the Debtor
- Regulatory reason
- Specific service offered by the Debtor Bank
- Identifier of the Creditor incorrect
- Direct debit type incorrect (to be used only in relation with short time cycle direct debits)

The reasons for a **Refund** are as follows:

- Unauthorised Transaction
- Disputed authorised transaction

**4.8.54 AT-R4 – The Settlement Date for the Return or Refund instruction (DS-05) or the Reversal (DS-07)**

**Description:** The date on which the amount of the Return, Refund or Reversal is settled by the CSM.

**4.8.55 AT-R5 – Specific reference of the bank initiating the Reject/Return/Refund for a Reject/Return/Refund**

**Description:** The reference of the bank/CSM initiating the 'R' message. This reference must be provided by the party receiving the message when requesting any complementary information about the 'R' message

**4.8.56 AT-R6 – The Refund Compensation Recovered by the Debtor Bank from the Creditor Bank**

**Description:** The Refund compensation is calculated by the Debtor Bank for a Refund message sent to the Creditor Bank through the CSM, according to the rule described in PT-04.16.

**4.8.57 AT-R7 – The Specific Reference of the Creditor Bank for the Reversal**

**Description:** The reference of the Reversal forwarded by the Creditor Bank to the Debtor Bank.

**4.8.58 AT-R8 – The amount of the Interchange Fee**

**Description:** *This amount of the Interchange fee is collected by the Debtor Bank.*

## **5 RIGHTS AND OBLIGATIONS OF ALL PARTICIPANTS**

### **5.1 The Scheme**

The EPC commences operation of the Scheme on 1 November 2009. Participation in the SEPA Direct Debit Scheme is on the basis of compliance with the following guiding principles:

- Scheme Participants from all countries in SEPA participate on the basis that the level playing field principle is respected.
- All adhering Scheme Participants shall comply with the SEPA Core Direct Debit Scheme Rulebook on the same basis as all other Participants.
- Participants need to ensure that from November 2009 the provisions of Title III and Title IV of the Payment Services Directive affecting direct debits enabled by the SEPA Core Direct Debit Scheme are effectively represented in law or substantially equivalent binding practice.

The EPC shall give Participants and stakeholders at least 3 months' prior notice of the Commencement Date.

### **5.2 Compliance with the Rulebook**

A Participant shall comply with:

- the Rulebook, including amendments as and when they are made and properly communicated to Participants
- the SEPA Direct Debit Scheme inter-bank Implementation Guidelines for standards
- the SEPA Scheme Management Internal Rules (the “Internal Rules”), as set out in Annex IV to this Rulebook
- any Interchange Fee Arrangement (as referred to in section 5.14).
- any validly made order or notice issued as part of the SEPA Scheme Management processes under the Rulebook and the Internal Rules.

The parties to the Rulebook are the EPC and each Participant.

The Rulebook is a multilateral agreement comprising contracts between:

- the EPC and each Participant; and
- each Participant and every other Participant.

A person who is not a party to the Rulebook shall have no rights or obligations under the Rulebook.

A Participant shall procure that its employees, its agents and the employees of its agents comply with all applicable obligations under the Rulebook.

Participants should act consistently with the policies and practices set out in the PE-ACH/CSM Framework.

### 5.3 Reachability

#### (👁 e-Mandates)

Each Participant shall offer services relating to the Scheme in the capacity of Debtor Bank.

A Participant may also offer services relating to the Scheme in the capacity of Creditor Bank.

A Participant which uses the services of a CSM to assist in the provision of its services to Creditors and Debtors shall only use a CSM which complies with the PE-ACH/CSM Framework in relation to the provision of Clearing and Settlement services in relation to the Scheme.

A Participant which uses the services of an Intermediary Bank to perform any functions in relation to an obligation arising under the Rulebook shall ensure that its arrangements with such Intermediary Bank are consistent with, and do not detract from, the requirements of the Rulebook and the other documents listed at section 5.2.

A Participant when using the services of a CSM or Intermediary Bank acts at its own risk.

### 5.4 Eligibility for Participation

In order to be eligible as a Participant, a Participant must at all times:

- be active in the business of providing banking and/or payment services to customers, including the provision of accounts used for the execution of payments, holding the Funds needed for the execution of payments or making the Funds received following the execution of payments available to customers
- be either incorporated and licensed in a SEPA country or territory, or licensed by an appropriate EEA regulatory body
- be able to pay its debts as they fall due, and not be insolvent as defined in accordance with any insolvency law applicable to the Participant
- maintain a sufficient level of liquidity and capital in accordance with regulatory requirements to which it is subject
- be able to meet rating or other criteria set under the terms of the Scheme from time to time for the purpose of establishing the Participant's ability to meet its financial obligations
- comply fully with applicable regulations in respect of money laundering, sanctions restrictions and terrorist financing
- participate, or be eligible to participate, directly or indirectly in one or more CSMs for the purpose of providing access to the Scheme throughout SEPA
- develop and effect operational and risk control measures appropriate to the business undertaken by the Participant, such as the risk mitigation provisions set out in the Rulebook and in Annex II to the Rulebook.

Applicants which fall within one of the following categories shall be deemed automatically to be eligible under this section 5.4:

- a credit institution which is authorised in accordance with Article 6 of Directive 2006/48/EC by a state which is a member of the European Economic Area;
- an undertaking which is listed in Article 2 of Directive 2006/48/EC; or
- a bank which is authorised in accordance with Article 3 of the Federal Law on Banks and Savings Banks of 8 November 1934 by the Swiss Federal Banking Commission, and Swiss Post, the post office giro institution of Switzerland, as defined in the Swiss Federal Post Office Organisation Act of 30 April 1997.

Any references in the Rulebook to a "bank" or "banks" shall be construed as including any undertaking which is eligible under this section 5.4 and shall not be construed as excluding or attempting to exclude undertakings which do not fall within one of the categories listed above.

An applicant which has been authorised as a payment institution under Article 10 of the Payment Services Directive, or any other payment service provider listed in Article 1.1 of the Payment Services Directive, shall be deemed automatically to have met the following eligibility criteria:

- be active in the business of providing banking and/or payment services to Customers, including the provision of accounts used for the execution of payments, holding the Funds needed for the execution of payments or making the Funds received following the execution of payments available to Customers
- be either incorporated and licensed in a SEPA country or territory or licensed by an appropriate EEA regulatory body
- maintain a sufficient level of liquidity and capital in accordance with regulatory requirements to which it is subject
- comply fully with applicable regulations in respect of money laundering, sanctions restrictions and terrorist financing
- develop and effect operational and risk control measures appropriate to the business undertaken by the Participant.

Furthermore, an applicant which is the treasury of a sovereign state shall not be required to establish:

- that it is able to pay its debts as they fall due or that it is not insolvent; or
- that it meets rating or other criteria set under the terms of the Scheme for the purpose of establishing its ability to meet its financial obligations,

unless there are exceptional circumstances or the applicant is not the treasury of an EEA member state or Switzerland. However, the SMC may request such an applicant to demonstrate (in its legal opinion or otherwise) that it is the treasury of the state itself, and not the treasury of an organ or entity under the control of the state

A Participant shall notify the Scheme Management Committee immediately of any matter that is material to the Participant's eligibility as a Participant under this section 5.4. The SMC shall take reasonable steps to bring such notifications to the attention of all other Participants and the EPC Plenary.

## **5.5 Becoming a Participant**

Any undertaking which is eligible under section 5.4 above may apply to become a Participant.

Applications shall be submitted to the EPC in accordance with its application procedures as set out in the Internal Rules.

To apply to become a Participant, an undertaking shall submit to the EPC an executed and original Adherence Agreement and submit Supporting Documentation to the EPC. A Participant may appoint an agent to complete an Adherence Agreement on its behalf. If the latter procedure is adopted the Participant undertakes all rights and obligations under the Rulebook and the documents specified in section 5.2 above as if it had completed the Adherence Agreement itself.

The EPC may require additional information from the applicant in support of its application.

An applicant becomes a Participant on an admission date specified by the EPC in accordance with the Internal Rules. Names of applicants which will become Participants at a future date may be pre-published, and a date designated and published when they will become Participants.

In consideration of the mutual obligations constituted by the Rulebook, an applicant agrees to be bound by, becomes subject to and shall enjoy the benefits of, the Rulebook upon becoming a Participant.

If an application to become a Participant is rejected, the relevant applicant shall receive notice of such in writing and be provided with a statement of the reasons for such rejection.

Upon receipt of such a written rejection, the applicant may appeal against the decision in accordance with the Internal Rules.

## **5.6 Direct Debit Scheme List of Participants**

The Direct Debit Scheme List of Participants shall be maintained in good and up-to-date order and arrangements will be made for such list to be made available to Participants when issued or updated.

Such list shall contain:

- current contact details for each Participant for the purpose of enabling notices to be served on Participants in accordance with the Rulebook
- the date on which each Participant attained Participant status
- details of undertakings which have been removed from the list, including the date of their removal; and



- such other information as is considered appropriate in the interests of the effective management of the Scheme.

Any changes to contact details will be notified by Participants, in accordance with the Scheme management process.


By submitting an application to become a Participant, an undertaking consents to publication of the details referred to in this section 5.6.

## 5.7 Obligations of a Creditor Bank


**(👁 e-Mandates see the indicated points below) (🔗 AMI)**

In respect of each of its Creditors, a Creditor Bank shall:

- enter into an agreement governing the provision and use of services relating to the Scheme only after applying the principles of “Know Your Customer”
- ensure that such agreement is consistent with the Rulebook
- ensure that such agreement makes adequate provision in circumstances where a Creditor moves its account from one Creditor Bank to another Creditor Bank, as provided for in the Rulebook
- ensure that such agreement makes adequate provision for the Creditor Bank’s succession (e.g. through merger or acquisition), in accordance with the Rulebook
- not restrict its Creditors from obtaining similar services relating to the Scheme from any other Creditor Bank
- provide Creditors and prospective Creditors with adequate information on the respective rights and obligations of the Debtor, Creditor and Creditor Bank in relation to the SEPA Direct Debit in question, in advance of the first SEPA Direct Debit to be collected by the Creditor and in accordance with the relevant provisions in the Rulebook on the content of such information
- comply with applicable principles issued from time to time in relation to risk mitigation as set out in the Rulebook and Annex II
- in the event that a prospective Creditor does not have a Creditor Identifier, provide or procure the provision of such a number
- perform all operational tasks allocated to Creditor Banks under the Rulebook and comply with the standards set out in the SEPA Core Direct Debit Scheme Inter-Bank Implementation Guidelines
- effect exceptional processing (including all Rejects, Returns and Refunds in relation to its Creditors' accounts) in accordance with the Rulebook
- pay the amount of each Refund or Return to the relevant Debtor Bank, regardless of the status of the Creditor’s account or the Creditor itself

- upon request by a Debtor Bank to whom it has sent a Collection (including any Collection which has become subject to a Reject), seek all relevant information and, if requested, a copy of the relevant Mandate, from the Creditor and provide to the Debtor Bank without undue delay such information relating to the relevant Collection and Mandate as has been made available to it by the relevant Creditor (( e-Mandates)
- monitor the use by its Creditors of SEPA Direct Debits to ensure continuing compliance with the Rulebook and in order to mitigate all the risks
- in the event that it has credible evidence that its Creditor has effected or proposes to effect one or more SEPA Direct Debits with intent to defraud any person, cease forthwith to effect further Collections for such Creditor
- ensure that, in its agreements with Creditors governing the provision and use of services relating to the Scheme, it has the right to terminate such agreements in the event that Creditors misuse the Scheme and that it exercises such right in such an event
- pay compensation to Debtor Banks in respect of Refunds as determined in accordance with the Rulebook

A Creditor Bank shall oblige each of its Creditors, in accordance with the relevant requirements set out in the Rulebook:

- to obtain and use a Creditor Identifier when effecting SEPA Direct Debits
- to use a form of Mandate which complies with the Rulebook
- to comply with the terms of Mandates agreed with its Debtors
- to collect, process and store data related to its Mandates in accordance with the relevant provisions of the Rulebook
- to pre-notify its Debtors in relation to Collections it proposes to initiate in accordance with the relevant Mandate
- to initiate Collections with the Creditor Bank in accordance with the relevant timing requirements set out in the Rulebook
- to perform all operational tasks allocated to Creditors under the Rulebook
- to effect all Rejects, Returns and Refunds in relation to its Collections presented through the Creditor Bank,
- without delay, to provide the Creditor Bank with information relating to its Collections and Mandates, and a copy of any Mandate, when requested by the Creditor Bank ( e - Mandates)
- to comply with any guidance for Creditors issued from time to time in relation to risk mitigation
- to resolve any disputes concerning the underlying contract and the related payments directly with the Debtor

Where a Debtor Bank has suffered a Loss as a result of effecting a Refund in accordance with the Rulebook and the relevant Creditor Bank does not indemnify the Debtor Bank in respect of such Loss in accordance with the Rulebook, the Debtor Bank shall be entitled to take the benefit, in whole or in part and whether by way of subrogation or otherwise, of the Creditor Bank's rights against the relevant Creditor, and the Creditor Bank shall take all reasonable steps to secure such rights for the Debtor Bank.

The Creditor Bank will indemnify the Debtor Bank for the financial loss incurred in the case of a Refund request honoured by the Debtor Bank according to the rule described in PT-04.16.

## 5.8 Obligations of a Debtor Bank

(‘ AMI)

In respect of each of its Debtors, a Debtor Bank shall:

- enter into an agreement governing the provision and use of services relating to the Scheme
- ensure that such agreement is consistent with the Rulebook
- ensure that such agreement makes adequate provision for a Debtor moving its account from a Debtor Bank to another Debtor Bank, as provided for in the Rulebook
- ensure that such agreement makes adequate provision for the Debtor Bank's succession (e.g. through merger or acquisition), in accordance with the Rulebook
- provide Debtors and prospective Debtors with adequate information on the respective rights and obligations of the Debtor, Creditor and Debtor Bank in relation to the SEPA Direct Debit in question, in advance of the first SEPA Direct Debit to be debited from each relevant Debtor's account and in accordance with the relevant provisions in the Rulebook on the content of such information
- allow Debtors to prohibit the application of SEPA Direct Debits to its account
- comply with applicable principles issued from time to time in relation to risk mitigation as set out in the Rulebook and Annex II
- perform all operational tasks allocated to Debtor Banks under the Rulebook and comply with the standards set out in the SEPA Core Direct Debit Scheme interbank Implementation Guidelines
- effect all Rejects, Returns and Refunds in relation to its Debtors' accounts, in accordance with the Rulebook, even if the Debtor's account is closed
- effect Refunds requested by the Debtor after the closure of his account in the Debtor Bank, in accordance with the Rulebook
- without delay, if requested by a Debtor in respect of whom a Collection has been received, seek all relevant information and a copy of the relevant Mandate from the Creditor Bank and provide to the Debtor without undue delay such information relating to the relevant Mandate as has been made available to it by the relevant Creditor Bank

A Debtor Bank shall oblige each of its Debtors, in accordance with the relevant requirements set out in the Rulebook:

- to comply with the terms of Mandates agreed with its Creditors
- to claim Refunds only in accordance with the relevant timing requirements set out in the Rulebook
- to resolve any disputed Collection directly with the Creditor concerned, and accept that the obligations of the Debtor Bank and the Creditor Bank under the Scheme are not subject to claims or defences under the contractual or other arrangements in place between Debtor and Creditor

## **5.9 Indemnity and Limitation of Liability**

(👁 e-Mandates see the indicated points below)

### **5.9.1 No-fault Reimbursement of Refunds and Returns**

(👁 e-Mandates)

In respect of each SEPA Direct Debit which is the subject of a Collection received by a Debtor Bank from a Creditor Bank, such Creditor Bank shall indemnify the Debtor Bank in respect of:

- a) Any amount paid by the Debtor Bank to the Debtor by way of Refund and Refund compensation as set out in PT-04.16 or PT-04.24 or
- b) The amount of any Collection subject to a Return

### **5.9.2 Compensation for Breach of the Rulebook**

A Participant who is a party to a SEPA Direct Debit shall be liable to the other Participant who is also a party to that SEPA Direct Debit for all foreseeable losses, costs, damages and expenses (including reasonable legal fees), taxes and liabilities for any claims, demands or actions (each referred to as a 'Loss'), where the Loss arises out of or in connection with:

- a) Breach of the Rulebook relating to the Collection by the relevant Participant, its employees or agents;
- b) Any negligent acts or omissions of the relevant Participant, its employees or agents, relating to the Collection insofar as relevant to the operation of the Scheme; or
- c) Any operational failures of the relevant Participant, its employees or agents relating to the Collection insofar as relevant to the operation of the Scheme.

### **5.9.3 Limits on Liabilities**

A Participant's liability under the Rulebook is limited as follows:

- The maximum amount which may be claimed in respect of a Loss is the amount of the Collection plus, where due, Refund compensation under PT-04.16. In particular, if a Creditor Bank has paid the amount of a Refund and Refund compensation due under PT-04.16, the Debtor Bank may not make any further claim against that Creditor Bank in respect of the Collection, even if it has suffered additional losses as a result of the breach, negligence or operational failure of the Creditor Bank, its employee or agents.
- The cap on liability applies even if there has been gross negligence by the liable Participant, its employees or agents.
- The cap on liabilities does not apply in the event of wilful intent by the Participant or by the Participant's employees or agents.
- The maximum amount which may be claimed in respect of a Loss is subject to proportionate reduction in the case of contributory negligence of the Participant making the claim, its employees or its agents.
- A Loss which results from action taken to limit or manage risk shall not be claimed.
- A Loss can be regarded as foreseeable only if it is regularly experienced by Participants active in making cross border payments to SEPA countries.

### **5.9.4 Force Majeure**

Further, a Participant shall not be liable for any failure, hindrance or delays in performance in whole or part of its obligations under the Rulebook if such failure, hindrance or delay arises out of circumstances beyond its control. Such circumstances may include, but are not limited to acts of God, fire, flood and unavailability of energy supplies.

### **5.10 Liability of the EPC**

The EPC, its agents, employees or the employees of its agents shall not be liable for anything done or omitted in the exercise of any discretion under the Rulebook unless it is shown that the act or omission was effected in bad faith.

The EPC, its agents, its employees and the employees of its agents shall not be liable for any losses which are not foreseeable.

### **5.11 Termination**

A Participant may terminate its status as a Participant by giving no less than six months' prior written notice to the SMC of the EPC, such notice to take effect on a designated day (for which purpose such a day will be designated at least one day for each month). As soon as reasonably practicable after receipt of such notice, it or a summary shall be published to all other Participants in an appropriate manner.

A former Participant shall continue to be subject to the Rulebook in respect of all activities which were conducted prior to termination of its status as a Participant and which were subject to the Rulebook, until the date on which all obligations to which it was subject under the Rulebook prior to termination have been satisfied. In particular, in each case by the former Participant and in favour of the former Participant, as appropriate:

- all SEPA Direct Debit obligations incurred prior to termination of its status as a Participant are preserved and shall be performed in accordance with the Rulebook;
- partly-completed SEPA Direct Debit obligations shall be fully completed; and
- all rights accrued prior to such termination are preserved.

Upon termination of its status as a Participant, an undertaking shall not incur any new obligations under the Rulebook. Further, upon such termination, the remaining Participants shall not incur any new obligations under the Rulebook in respect of such undertaking's prior status as a Participant. In particular, no new SEPA Direct Debit obligations may be incurred by the former Participant or in favour of the former Participant.

The effective date of termination of a Participant's status as a Participant is (where the Participant has given notice in accordance with the first paragraph of section 5.11) the effective date of such notice, or (in any other case) the date on which the Participant's name is deleted from the Direct Debit Scheme List of Participants, and as of that date the Participant's rights and obligations under the Rulebook shall cease to have effect except as stated in this section 5.11.

This section, sections 5.9, 5.10, 5.12 and Annex II of the Rulebook shall continue to be enforceable against a Participant, notwithstanding termination of such Participant's status as a Participant.

## **5.12 Intellectual Property**

The Participants acknowledge that any copyright in the Rulebook belongs to the EPC. The Participants shall not assert contrary claims, or deal with the Rulebook in a manner that infringes or is likely to infringe the copyright held by the EPC in the Rulebook.

## **5.13 Compliance by CSMs**

A CSM that participates in the Scheme as a SEPA compliant CSM in accordance with the conditions set out in the PE-ACH/CSM Framework shall carry out a regular self-assessment to demonstrate its compliance with the PE-ACH/CSM Framework.

A CSM that complies with the PE-ACH/CSM Framework shall notify of its users and owners of its compliance in an appropriate manner.

A CSM that operates solely on a bilateral or internalised basis pursuant to paragraph 2.1 of the PE-ACH/CSM Framework is not obliged to carry out a self-assessment or notify the SMC of its compliance with the PE-ACH/CSM Framework in accordance with this section.

## **5.14 Interchange Fees**

Subject to the SEPA Regulation and Regulation (EC) No 924/2009 of the European Parliament and of the Council on cross-border payments in the Community and repealing Regulation (EC) No

2560/2001, Participants may have interchange fee arrangements. For R-transactions an Interchange Fee may be charged either as part of the R-transaction or through other means.

### **Unresolved Issues and Compliance**

- Sections 2.3 and 2.4 of the Internal Rules will not apply in the event of an Unresolved Issue relating to Interchange Fee arrangements.

## **5.15 Contractual Provisions**

The Rulebook contains legal obligations which are binding on the Participants and which are enforceable against a Participant by the SMC or another Participant. The whole Rulebook is intended to have legal effect. In the event of any inconsistency between the provisions of the Rulebook, the provisions of this Chapter 5 shall prevail. Subject to the prevalence of provisions in this Chapter 5, the provisions of Chapter 4 shall prevail over any other provision in the Rulebook.

This Rulebook constitutes the entire agreement between any Participants, and between any Participant and the EPC, relating to each SEPA Direct Debit. Accordingly, the provisions of this Rulebook shall prevail over any conflicting previous agreement, rules or practices (including rules or practices of national payment schemes) which purport to apply to SEPA Direct Debits. This provision does not prohibit any Participant from continuing to make payments through a national payment scheme.

Each Mandate and the terms of each agreement governing the provision and use of services relating to the Scheme between respectively the Debtor and Debtor Bank and the Creditor and Creditor Bank shall continue for the benefit of the successors and permitted assignees of any relevant party.

For the purposes of the computation of time or any period of time under the Rulebook, only days which are Inter-Bank Business Days shall be included in such computation, unless a particular period of time is expressed in Banking Business Days, Calendar Days, or other calendar time units, for example, weeks, months or years.

Where reference is made to Banking Business Days, a Participant will only be required to execute its obligations under the Rulebook on days on which it is open for business, as required for the execution of a SEPA Direct Debit. Therefore, where an obligation falls to be executed by a Participant on a day which is not a Banking Business Day, the Participant must execute this obligation on the next Banking Business Day. The definition of Banking Business Day is therefore to be construed in accordance with this provision.

Every document that is required to be provided by one party to another or by a party to the EPC or vice versa, under the Rulebook shall be provided in the English language.

Any reference in the Rulebook to a person or an undertaking (however described) shall include its successors.

Headings in the Rulebook are used for ease of reference only.

The Rulebook is governed by, and shall be construed in accordance with, Belgian law.

The Rulebook is drawn up in the English language. If the Rulebook is translated into any other language, the English language text prevails.



## **5.16 Application of the PSD between Participants from 1 November 2009**

Each Participant that is not subject to the Payment Services Directive under its national law shall vis-à-vis other Participants and vis-à-vis its Customers and to the extent permitted by the national law applicable to such Participant, comply with and perform obligations that are substantially equivalent to those provisions in Title III and IV of the Payment Services Directive which are relevant for SEPA Direct Debits.

Further, each Participant (whether or not subject to the Payment Services Directive) shall refrain, to the extent reasonably possible, from exercising any rights accorded to it under its national law vis-à-vis other Participants and vis-à-vis its Customers that either conflict or that could potentially conflict with the provisions in Title III and IV of the Payment Services Directive.

The obligations of each Participant (whether or not subject to the Payment Services Directive) under the Rulebook shall apply notwithstanding that the Payment Services Directive is limited in its geographical scope (art. 2 Payment Services Directive).

## **5.17 Rules to migrate legacy mandates**

The Tables below set out rules relating to mandates which have been issued under a legacy direct debit scheme before the Creditor completes the process of changing to the Scheme and which the Creditor would like to migrate to SEPA Direct Debit Mandates in line with procedures agreed at a national level. These mandates may not comply fully with the requirements of the Rulebook and are called "legacy mandates". These rules allow for legacy mandates to be handled under the Scheme in certain limited circumstances.

These migration rules do not impose any obligation on Participants or national communities to carry out migration of legacy mandates in any particular fashion (or at all).

The rules do not apply to new SEPA Direct Debit Mandates entered into after the launch of the Scheme and the Creditor has transferred to the Scheme; the Creditor and Creditor Bank must comply with all Process Steps and Datasets, and all other relevant Rulebook requirements, in respect of Mandates created after that date.

The Creditor and Creditor Bank will agree on the dates for the Creditor to begin the process of changing to the Scheme and the date when those changes are completed. The start date for the Creditor Bank to provide direct debit collection services to the Creditor under the Rulebook will be the date when those changes have been completed.

Many legacy schemes are Creditor mandate flow schemes - as is the case with the Scheme. However, a relatively small number of legacy schemes will be Debtor mandate flow ("DMF") schemes. A DMF scheme is basically a direct debit scheme under which the Debtor Bank, rather than the Creditor, receives and retains the mandate. This different mandate flow has different implications on the migration rules. Therefore the migration rules applicable to legacy Creditor mandate flow schemes are set out in Table 1 below and the rules applicable to legacy DMF schemes are set out in Table 2.

### **Table 1 - Creditor mandate flow schemes**



Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
1.	PT-01.01/02	Mandate can be executed in a paper-based process (PT-01.01) or, by an electronic process (PT-01.02)	In respect of legacy mandates: <ul style="list-style-type: none"> <li>compliance with the requirements of PT-01-01 is waived provided that migration rule 3 has been complied with</li> <li>compliance with the requirements of PT-01-02</li> </ul>
2.	PT-04.23; PT-06.03; PT - 06.04; 5.7 - (i); 5.7 - (ii), (iv) and (ix)	Creditor to provide to Creditor Bank a copy of the Mandate, if requested by the Debtor Bank	In respect of legacy mandates, compliance with the requirement to provide a copy of the Mandate is waived provided that: <p>(a) the applicable legacy scheme rules include no obligation for a paper-based mandate;</p> <p>(b) the Creditor Bank can provide evidence acceptable under the legacy scheme rules that the mandate had been properly constituted under those rules; and</p> <p>(c) the mandatory data elements have been collected and stored in accordance with migration rule 3.</p>
3.	DS-01	Mandatory data elements in the SDD Mandate.	In respect of legacy mandates, the following rules provide for how the mandatory elements in the SDD Mandate may be addressed if not available as part of the legacy mandate: <p><b>Unique Mandate reference</b> - Creditor must provide an individual mandate reference number.</p> <p><b>Name of Debtor</b> - Debtor's name is always part of legacy direct debit schemes.</p> <p><b>Address of Debtor</b> - Address to be extracted from the underlying contract or requested from the Debtor.</p> <p><b>Account number (IBAN) of the account to be debited</b> - Either provided by the Debtor Bank, calculated by or on behalf of the Creditor Bank based on Debtor account information, or requested by the Debtor.</p> <p><b>BIC code of Debtor Bank</b> - Either provided by the Debtor Bank, calculated by or on behalf of the Creditor Bank based on Debtor account information, or requested from the Debtor.</p>

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
			<p><b>Identifier of the Creditor</b> - Must be applied either by the Creditor or Creditor Bank from the issuing authority of Creditor's country of residence or any other issuing authority within the SEPA member states.</p> <p><b>Name of the Creditor</b> - Creditor's name is always part of legacy direct debit schemes.</p> <p><b>Address of the Creditor</b> - Creditor's address is always part of legacy direct debit schemes.</p> <p><b>Date of signing</b> - Where the actual date of the legacy mandate is not known, the date should be the date on which the legacy mandate is converted to a SEPA Mandate (e.g. the date on which the Debtor's legacy mandate is first treated as a SEPA Mandate in accordance with the SEPA migration plan agreed between Creditor and Creditor Bank). The instrument of migration (e.g. notification to Debtor, legislation or regulation) should be stored together with the legacy mandate.</p>
			<p><b>Signature(s) of the Debtor</b> - This is the signature of the legacy mandate. If a written signature is not a requirement of the legacy mandate, the signature can be replaced by the instrument of migration (e.g. notification to Debtor, legislation or regulation) stored together with the legacy mandate.</p> <p><b>Transaction type</b> - This should be taken from the nature of the legacy mandate. It is assumed that mandates to be migrated from legacy schemes are normally recurrent.</p>
4.	7	Definition of "Mandate"	The term "Mandate" when used in the Rulebook includes legacy mandates created before the date the Creditor completes the process of changing to the Scheme and which comply with these rules.

**Table 2 - Debtor mandate flow schemes**

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
DMF 1.	PT-01.01/02	Mandate can be executed in a paper-based process (PT-01.01) or, by an electronic process (PT-01.02)	In respect of legacy DMF mandates: <ul style="list-style-type: none"> <li>compliance with the requirements of PT-01-01 is waived provided that: <ul style="list-style-type: none"> <li>(a) migration rule DMF 4 has been complied with; and</li> <li>(b) the Creditor has been supplied with, or has access to, the mandate information held by the Debtor Bank.</li> </ul> </li> <li>compliance with the requirements of PT-01-02</li> </ul>
DMF 2.	PT-01.03	Creditor dematerialises the paper Mandate	In respect of legacy DMF mandates, compliance with PT-01.03 is waived provided that the Creditor: <ul style="list-style-type: none"> <li>(a) dematerialises the information of the mandate it receives from the Debtor Bank under migration rule 1; and</li> <li>(b) sends such information after dematerialisation to the Creditor Bank as part of each transaction based on the Mandate as described in PT-04.03.</li> </ul>
DMF 3.	PT-04.21; PT-04.23; PT-06.01; PT-06.03; PT - 06.04; 5.7 - (I); 5.7 - (ii), (iv) and (ix)	Creditor or Creditor Bank to provide a copy of the Mandate, if requested by the Debtor Bank	In respect of legacy DMF mandates, compliance with the requirement to provide a copy of the Mandate is waived provided that: <ul style="list-style-type: none"> <li>(a) the applicable legacy scheme rules include a requirement for the Debtor Bank to hold the signed mandate; or</li> <li>(b) the applicable legacy scheme rules include no obligation for a paper-based mandate; and</li> <li>(c) the mandatory data elements have been collected and stored in accordance with migration rule 4.</li> </ul>
DMF 4.	DS-01	Mandatory data elements in the SDD Mandate.	In respect of DMF legacy mandates, the following rules provide for how the mandatory elements in the SDD Mandate may be addressed if not available as part of the legacy mandate: <p><b>Unique Mandate reference</b> - Creditor must provide an individual mandate reference number.</p> <p><b>Name of Debtor</b> - Debtor's name is always part of legacy direct debit schemes.</p>

		<p><b>Address of Debtor</b> - Address to be extracted from the underlying contract or requested from the Debtor.</p> <p><b>Account number (IBAN) of the account to be debited</b> - Either provided by the Debtor Bank, calculated by or on behalf of the Creditor Bank based on Debtor account information, or requested by the Debtor.</p> <p><b>BIC code of Debtor Bank</b> - Either provided by the Debtor Bank, calculated by or on behalf of the Creditor Bank based on Debtor account information, or requested from the Debtor.</p> <p><b>Identifier of the Creditor</b> - Must be applied either by the Creditor or Creditor Bank from the issuing authority of Creditor's country of residence or any other issuing authority within the SEPA member states.</p> <p><b>Name of the Creditor</b> - Creditor's name is always part of legacy direct debit schemes.</p> <p><b>Address of the Creditor</b> - Creditor's address is always part of legacy direct debit schemes.</p>
		<p><b>Date of signing</b> - Where the actual date of the legacy mandate is not known, the date should be the date on which the legacy mandate is converted to a SEPA Mandate (e.g. the date on which the Debtor's legacy mandate is first treated as a SEPA Mandate in accordance with the SEPA migration plan agreed between Creditor and Creditor Bank). The instrument of migration (e.g. notification to Debtor, legislation or regulation) should be stored together with the legacy mandate.</p> <p><b>Signature(s) of the Debtor</b> - This is the signature of the legacy mandate. If a written signature is not a requirement of the legacy mandate, the signature can be replaced by the instrument of migration (e.g. notification to Debtor, legislation or regulation) stored together with the legacy mandate.</p> <p><b>Transaction type</b> - This should be taken from the nature of the legacy mandate. It is assumed that mandates to be migrated from legacy schemes are normally recurrent.</p>

DMF 5.	7	Definition of "Mandate"	The term "Mandate" when used in the Rulebook includes DMF legacy mandates created before the date the Creditor completes the process of changing to the Scheme and which comply with these rules.
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## **6 SEPA SCHEME MANAGEMENT**

The Scheme Management Entity is EPC AISBL acting in accordance with the EPC Charter.

SEPA Scheme Management comprises two functions. The first function involves managing the development and evolution of the Scheme and the second function involves the administration of the Scheme and the process of ensuring compliance with its rules. The detailed rules that describe the operation of these functions are set out in the Internal Rules of SEPA Scheme Management in Annex IV of the Rulebook.

### **Development and Evolution**

The development and evolution function of SEPA Scheme Management establishes formal change management procedures for the Scheme. The change management procedures aim to ensure that the Scheme is kept relevant for its users and up-to-date, with structured processes for initiating and implementing changes to the Scheme, the Rulebook and related documentation. An important component of change management is the innovation of ideas for enhancing the quality of the existing Scheme as well for developing new schemes, based always on sound business cases.

The development of change proposals is to be carried out through clear, transparent and structured channels, which take into account the views of Scheme Participants, SEPA service suppliers, end-users as well as other concerned groups.

The development and evolution function shall be performed by the EPC Plenary, supported by the SEPA Payment Schemes Working Group ('SPS WG') or by such other working and support group as the EPC Plenary may designate. The EPC Plenary and the SPS WG shall perform the development and evolution function in accordance with the procedures set out in the Internal Rules.

### **Administration and Compliance**

The administration and compliance function of SEPA Scheme Management establishes rules and procedures for administering the adherence process for the Scheme, for addressing cases of claimed non-compliance by Participants with the rules of the Scheme and for addressing situations where Participants are unable to resolve their grievances through local, national dispute resolution methods.

In addition, the Internal Rules provide for an appeals process on decisions taken by the SMC on adherence and complaints matters.

The administration and compliance function aims to ensure that the Schemes are administered fairly and transparently at every stage in accordance with the Rulebook and general principles of applicable law.

The administration and compliance function shall be performed by the SMC as set out in detail in the Internal Rules.

The roles, rights and powers of the SMC and the EPC Plenary are set out in detail in the Internal Rules and in the EPC Charter.

The SMC and the EPC Plenary are supported by a common EPC Secretariat in the exercise of their SEPA Scheme Management functions.

The parties to this Rulebook are the EPC and each Participant. The SMC and the EPC Plenary are established by the EPC in accordance with the EPC Charter and are organs of the EPC. In this Rulebook, references to the rights, obligations and entitlements of the SMC and the EPC Plenary may be read as references to the rights, obligations and entitlements of the EPC.

The Internal Rules form part of this Rulebook and may only be amended in accordance with the procedures set out in section 3 of the Internal Rules.

The Internal Rules shall be binding on Participants in accordance with section 1.4 and 5.2 of the Rulebook.

## 7 TERMS DEFINED IN THE RULEBOOK

Definitions taken from other documents are acknowledged. Terms defined elsewhere in this document are not repeated here, but only referenced.

	Definition
<b>Additional Optional Services</b>	Complementary features and services based on the Scheme, as described in section 2.4 of the Rulebook.
<b>Adherence Agreement</b>	The agreement to be completed as part of the process by which an entity applies to become a Participant. The agreement is found as Annex I of the Rulebook.
<b>AOS</b>	<i>See 'Additional Optional Services'.</i>
<b>Business Identifier Code (BIC)</b>	An 8 or 11 character ISO code assigned by SWIFT and used to identify a financial institution in financial transactions (ISO 9362).
<b>Banking Business Day</b>	<i>Defined in section 4.3</i>
<b>BIC</b>	<i>See 'Business Identifier Code'.</i>
<b>Calendar Day</b>	A Calendar Day means any day of the year.
<b>Category purpose of the Collection</b>	<i>Defined in section 4.8.50</i>
<b>Clearing</b>	The process of transmitting, reconciling and, in some cases, confirming payment orders prior to Settlement, possibly including the netting of instructions and the establishment of final positions for Settlements.
<b>Clearing and Settlement Mechanism ("CSM")</b>	A Clearing and Settlement Mechanism (including a PE-ACH) as described in the PE-ACH/CSM Framework, reference. [2]
<b>Collection</b>	A Collection is the part of a Direct Debit Transaction starting from the Collection initiated by the Creditor until its end through the normal debiting of the Debtor's account or until the completion by a Reject, Return or Refund.
<b>Commencement Date</b>	The date on which the EPC resolves to commence operation of the Scheme in accordance with section 5.1.
<b>Core Scheme</b>	<i>See 'SEPA Core Direct Debit Scheme'</i>
<b>Creditor</b>	<i>Defined in section 3.1.</i>
<b>Creditor Bank</b>	<i>Defined in section 3.1.</i>
<b>Creditor Reference Party</b>	<i>Defined in section 4.8.32</i>
<b>Customer</b>	Non-bank Creditor or Debtor.
<b>Customer Account</b>	The account held by a Customer in the books of a Participant.



## Definition

<b>Cut-off Time</b>	The Rulebook defines time cycles expressed in the time-unit “day”. More detailed time limits expressed in “hours-minutes” must be specified by all actors, including CSMs, for operating the Scheme.
<b>D</b>	<i>Defined in section 4.3.1</i>
<b>Debtor</b>	<i>Defined in section 3.1</i>
<b>Debtor Bank</b>	<i>Defined in section 3.1</i>
<b>Debtor Reference Party</b>	<i>Defined in section 4.8.16</i>
<b>Direct Debit Collection</b>	<i>See ‘Collection.’</i>
<b>Direct Debit Transaction</b>	A Direct Debit Transaction is the whole process of the execution of a payment made by the use of direct debit, starting from the Collection initiated by the Creditor up to its finality, being or the normal execution, or the Reject, or the Return or the Refund of the Collection. It is the end-to-end execution of a direct debit payment.
<b>Due Date</b>	<i>Defined in section 4.3.1.</i>
<b>EBA</b>	European Banking Association.
<b>EBPP</b>	EBPP stands for “Electronic Bill Presentment and Payment” and identifies a payment process where the handling of the underlying bill is, in one way or another, integrated in the payment process.
<b>ECSA</b>	European Credit Sector Association.
<b>EONIA Interest Rate</b>	A measure of the effective interest rate prevailing in the euro interbank overnight market. It is calculated as a weighted average of the interest rates on unsecured overnight lending transactions denominated in euro, as reported by a panel of contributing banks.
<b>EPC</b>	The European Payments Council.
<b>EPC Charter</b>	The Charter of the European Payments Council dated 18 June 2004, as amended from time to time.
<b>EU</b>	The European Union.
<b>File</b>	An electronic envelope containing a number of transactions that allows the receiver of the File to control its integrity. A File may contain a single transaction, or several single transactions, or batches of transactions.
<b>Funds</b>	In relation to a payment transaction shall mean cash, scriptural money and electronic money as defined in Directive 2000/46/EC.
<b>IBAN</b>	An expanded version of the basic bank account number (BBAN) intended for use internationally that uniquely identifies an individual account at a specific financial institution in a particular country (ISO 13616, EBS 204).  As of late-2005, ISO is in the process of aligning the ISO 13616 Standard with the European Standard EBS 204. In due course the ISO Standard will replace the EBS standard (reference [3]).

## Definition

<b>Inter-Bank Business Day</b>	<i>Defined in section 4.3</i>
<b>Interchange Fee</b>	a fee paid between the Debtor Bank and the Creditor Bank for direct debit transactions
<b>Internal Rules</b>	The Internal Rules of SEPA Scheme Management, as set out in Annex IV of this Rulebook, and as amended from time to time.
<b>Intermediary Bank</b>	A bank which is neither that of the Creditor nor that of the Debtor and which participates in the execution of a Collection.
<b>Loss</b>	<i>Defined in section 5.7.</i>
<b>Mandate</b>	<i>Defined in section 4.1.</i>
<b>National Direct Debit Scheme</b>	A set of rules and operational procedures built by a national banking-community in order to operate efficient and secure direct debiting in an individual country. According to domestic needs there may exist one or more National Direct Debit Schemes in a country.
<b>National Payment Scheme</b>	A set of rules and operational procedures built by a national banking-community in order to operate efficient and secure payments in an individual country.
<b>Original Amount</b>	Original ordered amount for each Collection, as specified by the Creditor to the Creditor Bank.
<b>Participant</b>	An entity accepted to be a part of the Scheme in accordance with section 5.4 of the Rulebook.
<b>Payment Services Directive</b>	Directive 2007/64/EC on Payment Services in the Internal Market.
<b>PE-ACH</b>	Pan-European Automated Clearing House. A business platform for the processing of euro payment instruments made up of governance rules and payments practices and supported by the necessary technical platform(s).
<b>PE-ACH CSM Framework</b>	The EPC document that establishes the principles on which CSMs will support the schemes for credit transfer and direct debits, as set out in reference [2].
<b>Pre-notification</b>	The notification provided by the Creditor to the Debtor of the amount and time schedule prior to the date on which the debits are to be collected. The notice can be provided as a separate piece of information, or via inclusion in a regular statement, bill, or invoice.
<b>Purpose of the Collection</b>	<i>Defined in section 4.8.49</i>
<b>Reachability</b>	Reachability is the concept that all Customer Accounts in SEPA are accessible for the receipt of direct debits in the Scheme.
<b>Refund</b>	<i>Defined in section. 4.4.</i>
<b>Refusals</b>	<i>Defined in section 4.4.</i>

## Definition

<b>Rejects</b>	<i>Defined in section 4.4.</i>
<b>Remittance Information</b>	Information supplied by the Creditor to be passed to the Debtor.
<b>Request for Cancellation</b>	<i>Defined in section 4.4.</i>
<b>Returns</b>	<i>Defined in section 4.4.</i>
<b>Reversal</b>	<i>Defined in section 4.4.</i>
<b>Revocation</b>	<i>Defined in section 4.4.</i>
<b>R-transactions</b>	Direct debit transactions that result in exception processing are referred to as 'R-transactions'.
<b>Scheme</b>	The SEPA Direct Debit Scheme.
<b>Scheme Management Committee</b>	The committee of the EPC that shall perform the administration and compliance function of SEPA Scheme Management.
<b>SEPA</b>	SEPA is the area where citizens, companies and other economic actors will be able to make and receive payments in euro, within all the EU Member States, whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location. For the geographical scope, see the EPC list of SEPA countries (Reference [19]).
<b>SEPA Business-to-Business Direct Debit Scheme</b>	The SEPA Business-to-Business Direct Debit Scheme is the payments scheme for making direct debits across SEPA by Business Customers, both the Debtor and the Creditor, as set out in the SEPA Business-to-Business Direct Debit Scheme Rulebook.
<b>SEPA Business-to-Business Direct Debit Scheme Rulebook</b>	The Rulebook setting out rules and business standards for the SEPA Business to Business Direct Debit Scheme.
<b>SEPA B2B Direct Debit Scheme</b>	<i>See 'SEPA Business-to-Business Direct Debit Scheme'</i>
<b>SEPA Core Direct Debit</b>	A SEPA Core Direct Debit is the payment instrument governed by the rules of the SEPA Core Direct Debit Scheme for making direct debit payments in euro throughout SEPA from bank accounts to other bank accounts.
<b>SEPA Core Direct Debit Scheme</b>	The SEPA Core Direct Debit Scheme is the payments scheme for making direct debits across SEPA, as set out in the SEPA Core Direct Debit Scheme Rulebook.
<b>SEPA Core Direct Debit Scheme Rulebook</b>	The Rulebook setting out rules and business standards for the SEPA Core Direct Debit Scheme.
<b>SEPA Credit Transfer Scheme</b>	The SEPA Credit Transfer Scheme is the payments scheme for making credit transfers across SEPA, as set out in the SEPA Credit Transfer Scheme Rulebook.
<b>SEPA Credit Transfer Scheme Rulebook</b>	The Rulebook setting out rules and business standards for the SEPA Credit Transfer Scheme.

## Definition

<b>SEPA Data Model</b>	This document sets out in detail elements of the logical data layer and the physical data layer of the Scheme, as described in Chapter 0.5 of the Rulebook and reference [8]. The SEPA Data Model no longer constitutes a binding supplement to the Rulebook and will not be further updated for new Rulebook versions.
<b>SEPA Direct Debit</b>	A SEPA Direct Debit is the payment instrument governed by the rules of the SEPA Direct Debit Scheme for making direct debit payments in euro throughout SEPA from bank accounts to other bank accounts.
<b>SEPA Direct Debit Scheme</b>	The SEPA Direct Debit Scheme is the payments scheme for making direct debits across SEPA, as set out in the SEPA Core Direct Debit Scheme Rulebook.
<b>SEPA Direct Debit Scheme Rulebook</b>	The Rulebook setting out rules and business standards for the SEPA Core Direct Debit Scheme.
<b>SEPA Regulation</b>	Regulation (EU) 260/2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009 (the 'SEPA Regulation')
<b>SEPA Scheme</b>	A SEPA payment scheme is a common set of business rules, practices and standards for the provision and operation of a SEPA payment instrument agreed at an inter-bank level in a competitive environment.
<b>SEPA Scheme Management</b>	SEPA Scheme Management denotes the administration, compliance and development functions in relation to a SEPA Scheme.
<b>Settlement</b>	An act that discharges obligations with respect to the transfer of Funds between Creditor Bank and Debtor Bank.
<b>Settlement Cycle</b>	The time taken to achieve Settlement.
<b>Settlement Date</b>	The date on which obligations with respect to Funds transfer between Debtor Bank and Creditor Bank are discharged.
<b>SMC</b>	Scheme Management Committee, see Chapter 6.
<b>Supporting Documentation</b>	A legal opinion in the form set out on the website of the EPC, duly executed by the undertaking's internal or external counsel in accordance with the Internal Rules.
<b>TARGET Calendar</b>	<i>Defined in section 4.3.</i>
<b>Terms and Conditions</b>	The general Terms and Conditions that a bank has with its Customers (and which may contain dispositions about their rights and obligations related to Scheme-debits. These dispositions may also be included in a specific agreement, at the bank's choice).
<b>Time Cycle</b>	This describes the time constraints of a process in terms of days per key process step.
<b>Transaction Type</b>	<i>Defined in section 4.8.21.</i>

**Unauthorised  
Transaction**

*Defined in section 4.4.*

**Definition**

## **ANNEX I – DRAFT SEPA DIRECT DEBIT ADHERENCE AGREEMENT**

## **Draft Adherence Agreement to the SEPA Core Direct Debit Scheme**

**This is included as an example only.**

**The definitive version is to be found on the EPC Website**

**As part of the Guide to the SDD Schemes Adherence [15]**

## SEPA Core Direct Debit Scheme Adherence Agreement

To: The European Payments Council (the “**EPC**”)

From: *[Insert the Name and the address of the Applicant [s]:], hereafter “the Applicant”*

*[As set out in the list annexed to this Adherence Agreement]\**

-----

([each]\* an “**Applicant**”)

\*Please include the text in square brackets if this Adherence Agreement covers more than one entity.

### PREAMBLE

- (A) The SEPA Core Direct Debit Scheme (the “**Scheme**”) is a pan-European Direct Debit Scheme that operates in all SEPA countries, namely the EU member states, the three additional member states of the European Economic Area (the EEA), Switzerland, and other countries or territories which have been admitted to SEPA having met the EPC's criteria for adherence to and participation in SEPA.
- (B) The EPC oversees the operation of the Scheme in accordance with the terms and conditions set out in the SEPA Core Direct Debit Scheme Rulebook (the “**Rulebook**”).
- (C) The Rulebook sets out the rights and obligations of all institutions bound by its terms (the “**Participants**”), and the EPC Plenary and binds each Participant to comply with their obligations to the EPC and to all other Participants pursuant to the rules set out therein.
- (D) The EPC, acting on its behalf and on behalf of all Participants, will notify the Applicant of the date following the Readiness Date on which this Adherence Agreement becomes effective (the “Effective Date”) as between the Applicant, the EPC and other Participants.
- (E) As of the Effective Date the Applicant shall become a **Participant** and be bound to all the obligations, and entitled to all the benefits, set out in the Rulebook.

### IT IS HEREBY AGREED AS FOLLOWS:

1. The Applicant hereby undertakes to all Participants and to the EPC to perform the obligations imposed by and to comply with the provisions of the Rulebook, as modified from time to time, with effect from the Effective Date.
2. The Applicant makes the following representations and warranties:



- 2.1 The Applicant has the power and authority to enter into and has taken all corporate action to authorise its entry into the Scheme and to perform the obligations and comply with the provisions of the Rulebook.
- 2.2 The signatories of the Applicant [and the agent signing on behalf of the Applicant] have all necessary corporate authorisations and the power and authority to bind the Applicant to the Rulebook.
- 2.3 The Applicant shall ensure that it satisfies and will at all times during its participation in the Scheme satisfy the eligibility criteria for participation in the Scheme as set out in the Rulebook. If at any time, the Applicant has reason to believe that it no longer satisfies such criteria, or may be unable to satisfy such criteria, it shall notify the EPC immediately of the circumstances.
- 2.4 The Applicant is in a position to comply with all of the obligations set out in the Rulebook by the “**Readiness Date**” as stated in the accompanying Schedule.
3. By submitting this completed form of Adherence Agreement the Applicant agrees to be bound by the provisions of the EPC's Scheme Management Internal Rules governing applications for participation in the Scheme, whether or not it becomes a Participant.
4. Any communication, including service of process, to be made with the Applicant under or in connection with the Rulebook shall be made in writing and addressed to the Applicant at the address set out above.
5. The Applicant consents to the publication of its name and basic details of its adherence application on the public website of the EPC.
6. This Agreement is governed by Belgian law.

#### FOR AND ON BEHALF OF THE APPLICANT

Signed by

-----

Name/Position -----

Date of signature -----

Signed by

-----

Name/Position -----

Date of signature -----

Where this Adherence Agreement was signed by two signatories on different dates, it shall be considered as being dated the later date.

## **ANNEX II - RISK MITIGATION**

## **RISK MITIGATION**

The document (EPC261-06) has a restricted distribution and is therefore not included here.

Should Participants wish to provide suppliers with a copy of this Risk Mitigation Annex, they must do this under a non-disclosure agreement. A suggested text is included here, but Participants may use their own document if they prefer.

## Example non-disclosure agreement

**[To be typed on headed notepaper of the Bank disclosing information]**

[Insert name and address of person receiving information]

[Insert date]

Dear Sirs,

### **SEPA DIRECT DEBIT SCHEME - RISK MITIGATION ANNEX**

This letter, which is to be understood as a legally binding agreement (hereinafter referred to as "Agreement") is to agree the basis upon which we will supply and/or have supplied to you Confidential Information in relation to the SEPA Direct Debit Scheme. In consideration of us supplying you with certain Confidential Information necessary for you to perform your functions under the commercial arrangements between us, you agree as follows:

#### **1. KEEPING CONFIDENTIAL INFORMATION CONFIDENTIAL**

You shall keep the Confidential Information confidential and, in particular, you shall:

- a) keep all documents and other material containing, reflecting, or which are generated from the Confidential Information separate from all other documents and materials and at your usual place of business in [insert name of country];
- b) exercise in relation to the Confidential Information no lesser security measures and degree of care than those which you apply to your own confidential information (and which you warrant as providing adequate protection against any unauthorised disclosure, copying or use).

#### **2. DEFINITIONS**

In this Agreement:

2.1 "Confidential Information" means any information contained within the Risk Mitigation Annex to the SEPA Core Direct Debit Scheme Rulebook disclosed (whether before or after the date of this Agreement and whether in writing, orally or by any other means and whether directly or indirectly) by us or by another person on our behalf to you or to another person on your behalf.

2.2 Shall not be considered as "Confidential Information" information which:

2.2.1 is already known to you, unless this information too was provided subject to a non-disclosure undertaking; and/or

2.2.2 has been gathered by you independently of us; and/or

2.2.3 has lawfully been obtained by you from a third party, without any duty of secrecy; and/or

2.2.4 has already been released into the public domain by the person lawfully entitled.

#### **3. DISCLOSURE OF CONFIDENTIAL INFORMATION**

3.1 You shall not disclose the Confidential Information to another person except that you may disclose the Confidential Information:

- a) to your employees [professional advisors, authorised representatives or sub-contractors] to the extent that it is essential to enable you to perform your functions (need to know basis).

- b) if disclosure is required by law, by a court of competent jurisdiction or by another appropriate regulatory body provided that you shall use all reasonable efforts to give us not less than [two business days'] notice in writing of that disclosure.

3.2 You shall use all reasonable efforts to prevent the disclosure of the Confidential Information except as mentioned in paragraph 3.1.

3.3 You shall ensure that each person to whom Confidential Information is disclosed pursuant to paragraph 3.1(a) complies with the terms of this Agreement as if that person was a party to this Agreement.

#### **4. ENTRY INTO FORCE AND DURATION**

4.1 This Agreement shall enter into force upon signature by both parties to this Agreement.

4.2 All the undertakings fixed in this Agreement shall be of indefinite duration.

4.3 The provisions of this Agreement shall remain in force even after the termination of the commercial arrangements/agreements between the parties to this Agreement.

4.4 You shall, within [7 (seven) business days] of a written request from us, and in any event upon termination of our commercial arrangements/agreement, return to us all documents and other material in the possession, custody or control of you or any of the persons falling within the exception mentioned in paragraph 3.1 (a) that contain any part of the Confidential Information and shall ensure that both you and such persons erase all Confidential Information held in electronic form on any computer, electronic file storage system or other electronic device (other than copies of computer records and/or files containing any Confidential Information which have been created pursuant to automatic archiving or back-up procedures).

#### **5. FURTHER AGREEMENTS**

5.1 We accept no responsibility for and make no representation or warranty, express or implied with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information. We are not liable to you or another person in respect of the Confidential Information or its use.

5.2 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

#### **6. GOVERNING LAW**

6.1 This Agreement is governed by [insert choice of law].

6.2 Disputes resulting from or in connection with the Agreement shall be referred to the competent court in [insert competent court].

6.3 Please indicate your full acceptance of this Agreement by signing and returning the enclosed copy of this Agreement to us.



Yours faithfully

---

for and on behalf of

[ ]

Agreed and accepted by

---

for and on behalf of

[ ]

Dated [ ]

## **ANNEX III – RULEBOOK AMENDMENTS AND CHANGES SINCE VERSION 6.0**

THIS ANNEX IS NOT A PART OF THE RULEBOOK AND IS INCLUDED IN  
THE RULEBOOK FOR INFORMATION PURPOSES ONLY

## List of Changes in SDD Rulebook v6.1

### Compared to v6.0

#### Key:

Column one contains the rulebook reference

Column two contains a description of the amendment

Column three contains the type of amendment, as classified below:

- TYPO: typing and layout errors
- CLAR: clarification of the text
- CHAN: change of the Rulebook content

Reference	Description	Type
#0.1, 4.7.6, 4.8.1, 4.8.58, 5.14, 7	Amendments in order to comply with SEPA Regulation Articles 6(3) and 8	CHAN
Annex IV	Inclusion of version 4.0 of the SEPA Scheme Management Internal Rules	CHAN



## **ANNEX IV – SEPA SCHEME MANAGEMENT INTERNAL RULES**

# SEPA SCHEME MANAGEMENT INTERNAL RULES

(Approved by Plenary)

Abstract	This document contains descriptions of the internal organisation, structure, rules, and processes that make up Scheme Management of the SEPA Credit Transfer and Direct Debit Schemes. Such processes cover administration and compliance, and change management, including structured dialogue with stakeholders
Reason for Issue	Updates resulting from 2012 Scheme change management cycle. Main changes are the inclusion of a cost recovery model for conciliation, appeals and complaints and the inclusion of a new procedure for changes to the schemes for regulatory reasons

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## 0 DOCUMENT INFORMATION

### 0.1 References

This section lists documents referred to in this document. The convention used throughout is to provide the reference number only, in square brackets.

	Document Number	Title	Issued by:
[1]	PRES-EPC109-04-V2.1	Realisation of the Single Euro Payments Area – Roadmap 2004 – 2010	EPC
[2]	EPC125-05	SEPA Credit Transfer Scheme Rulebook	EPC
[3]	EPC016-06	SEPA Core Direct Debit Scheme Rulebook	EPC
[4]	EPC222-07	SEPA Business to Business Direct Debit Scheme Rulebook	EPC

### 0.2 Change History

Issue number	Dated	Reason for revision
1.0 approved	15/03/2007	National consultation until 30 April 2007
1.6 approved	19/06/2007	Approved by 19 June Plenary
1.6 approved (amended)	26/07/2007	Par.2.12. rewritten to reflect Plenary decision on composition of SMC.
2.0 approved	29/10/2009	Amendments resulting from Scheme change management cycle 2009 including public consultation on suggested changes to the SEPA Scheme Rulebooks
2.1 approved	29/09/2010	Amendment to allow removal of Scheme Participants from the register in case of them ceasing to exist. See paragraph 2.2.6.
3.0 approved	17/11/2011	Amendments resulting from Scheme change management cycle 2011
4.0 Approved	06/11/2012	Amendments resulting from Scheme change management cycle 2012

### 0.3 Purpose of Document

This document sets out the internal rules ("**Internal Rules**") that govern SEPA Scheme Management. This document covers the following topics:

1. Rules for the administration and compliance functions of SEPA Scheme Management, as performed by the Scheme Management Committee ("**SMC**").
2. Rules for the development and evolution function of SEPA Scheme Management, as performed by the EPC Plenary and the SEPA Payment Schemes Working Group ("**SPS WG**").

# 1 INTRODUCTION

## 1.1 The European Payments Council ("EPC")

### *EPC Objectives and Roles*

The EPC is the decision-making and co-ordination body of the European banking industry in relation to payments. The objective of the EPC is to provide leadership and support for the establishment of the Single Euro Payments Area ("SEPA").

The vision for SEPA was formulated in 2002 at the time of the launch of the EPC, when some 42 banks, the three European Credit Sector Associations ("ECSAs") and the Euro Banking Association ("EBA") came together and, after an intensive workshop, released the White Paper *Euroland: Our Single Payments Area*, in which the following declaration was made and subsequently incorporated into the EPC Charter:

"We, the European banks and European Credit Sector Associations ("ECSAs"), the European Banking Federation ("FBE") and the European Savings Banks Group ("ESBG") and the European Association of Co-operative Banks ("EACB"):

- share the common vision that Euro land payments are domestic payments;
- join forces to implement this vision for the benefit of European customers, industry and banks, and accordingly;
- launch our Single Payments Area."

As part of its role, the EPC is responsible for defining common positions on core payments services (retail and commercial payments) in euro in Europe and their settlement, giving strategic guidance on standards and best practice models for payments as well as monitoring the implementation of decisions taken on SEPA-related issues to ensure that SEPA payment service providers can maintain self-regulation and meet the expectations of users in an effective and efficient manner.

The EPC is established as an international, not-for-profit association under Belgian law, with its headquarters in Brussels.

### *Organisation of the EPC*

This section sets out an overview of the organisational structure of the EPC, as described in detail in the EPC Charter.

The EPC Plenary is the main decision-making body of the EPC, comprising the members of the EPC<sup>1</sup> acting in accordance with the EPC Charter and these Internal Rules. The role of the EPC Plenary is to define the strategy and objectives for the EPC, decide on matters of policy in relation to the work of the EPC, approve amendments to rules governing SEPA schemes and oversee the appointment of members of the SMC. In relation to SEPA Scheme Management, the EPC Plenary is responsible for carrying out the development and evolution function for SEPA schemes. The EPC Plenary convenes at least once every year at its annual general meeting.

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<sup>1</sup> A full list of EPC members can be found on the website [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu)

The EPC Plenary is supported by the following bodies in the exercise of its functions:

- the EPC Secretariat (the “**Secretariat**”) – the Secretariat performs administrative and secretarial functions in relation to the management of the SEPA schemes as well as providing technical and co-ordination support to the working and support groups and to the SMC as required. The Secretariat is further responsible for managing an information service on SEPA issues.
- the EPC Co-ordination Committee – the EPC Co-ordination Committee is charged with preparing the agenda for EPC Plenary meetings, making recommendations on matters to be decided by the EPC Plenary as well as preparing the annual accounts and budget for the EPC. It is further charged with monitoring the implementation of EPC decisions, in conjunction with the ECSAs and banking communities.
- the SMC – the SMC is responsible for performing the administration and compliance functions of SEPA Scheme Management. Its members are approved by the EPC Plenary and may, in certain exceptional cases, be removed from office by a resolution of the EPC Plenary. The SMC is a body with decision-making power. This power may only be exercised in relation to the specific functions of SEPA Scheme Management for which it is responsible pursuant to these Internal Rules. The SMC is required to report to the EPC Plenary at each EPC Plenary meeting and may do so more regularly, if required.
- the Nominating and Governance Committee (“**NGC**”) – the NGC is charged with making recommendations to the EPC Plenary on potential candidates for positions in the various EPC bodies in accordance with the EPC Charter.
- Working and support groups and task forces, as established by the EPC Plenary in accordance with the EPC Charter – the working and support groups are established by the EPC Plenary to carry out a variety of different functions in relation to the conception, creation and technical development of SEPA and SEPA schemes. Working and support groups may make recommendations to the EPC Plenary after consulting the EPC Co-ordination Committee. The working and support groups can set up task forces to assist in the performance of their functions.
- the CASB (the Certification Authority Supervisory Board) is responsible for governing the “EPC Approved Certification Authorities” in support of the e-Mandates Scheme for SEPA Direct Debit. EPC will allow any established CA which has been approved by the EPC following the dedicated approval process for e-Mandate Service CAs (as specified in document EPC292-09) to provide certificates to the market. The CASB has been established in September 2010.

## 1.2 SEPA and the SEPA Schemes

### *SEPA*

The Single Euro Payments Area (SEPA) is the area where citizens, companies and other economic participants can make and receive payments in euro, within Europe, whether within or across national boundaries under the same basic conditions, rights and obligations, regardless of their location. The aim of SEPA therefore is to create a single market for making payments, where cross border payments can be made on the same terms and conditions as national payments. SEPA is supported by the European Commission and the European Central Bank, amongst others, as a key component of the Internal Market. SEPA will create the conditions for enhanced competition in the provision of payment services. It will also generate, through harmonisation, more efficient payment systems and deliver tangible benefits for the economy and society as a whole. The common currency will be systemically strengthened by a harmonised set of euro payment instruments..



SEPA comprises the countries listed in the official EPC list of SEPA countries as published by the EPC from time to time.

#### *SEPA Schemes*

An important step in the creation of SEPA is the development and implementation of SEPA schemes for making credit transfer and direct debit payments (the “**Schemes**”) throughout SEPA.

To this effect, the EPC has produced the SEPA Credit Transfer Scheme Rulebook, the SEPA Core Direct Debit Scheme Rulebook and the SEPA Business to Business Direct Debit Scheme Rulebook (the “**Rulebooks**”) which set out binding rules and technical standards governing each of the Schemes. The Rulebooks have legal effect between participants in the Schemes (“**Participants**”).

The SEPA Schemes are open to eligible payment service providers regardless of their status as “banks”, “payment institutions” or other eligible Participants. References in these Internal Rules to “banks” and “banking” should be interpreted broadly so as to encompass all types of eligible Participant, except where the context otherwise requires.

The EPC is responsible for the implementation and operation of Scheme Management.

These Internal Rules set out the rules in accordance with which the Schemes are administered and enforced by the EPC, as well as detailing procedures for the innovation and development of both the existing Schemes and new SEPA schemes going forward.

The document “SEPA CSM Market Practices” is a high-level set of policies and technical standards for clearing and settlement mechanisms (“**CSMs**”) in SEPA, adopted by the EPC. All Scheme Participants and CSMs are expected to comply with its provisions.

The EPC has produced the SEPA Cards Framework that sets out high-level guidelines for establishing a harmonised market in card payments in SEPA. This document is not intended to have legal effect but rather to set out over-arching principles for creating a SEPA market in card payments. The EPC will not be responsible for any implementation action in respect of the SEPA Cards Framework and its operations are outside the scope of these Internal Rules.

The Single Euro Cash Area Framework provides non-binding guidance on harmonising the distribution and processing of SEPA cash with a view to encouraging merchants and consumers to migrate to electronic payment methods. The EPC is not responsible for the implementation of strategies set out in this document and its operations are outside the scope of these Internal Rules.

## **1.3 SEPA Scheme Management**

### *Introduction*

SEPA Scheme Management comprises two functions. The first function involves the administration of the Schemes and the process of ensuring compliance with their rules, as set out in each of the respective Rulebooks, and the second function involves managing the development and evolution of the Schemes.

### *Administration and Compliance*

The administration and compliance function of SEPA Scheme Management establishes rules and procedures for administering the adherence process for each of the Schemes, for addressing cases of claimed non-compliance by Participants with the rules of the Schemes and for addressing situations where Participants are unable to resolve their grievances through local or national dispute resolution methods.

The administration and compliance processes aim to ensure that the Schemes are administered fairly and transparently at every stage in accordance with the Rulebooks and general principles of applicable law.

The administration and compliance function shall be performed by the SMC, with some input from the EPC Plenary on matters relating principally to the policy of the Schemes. The SMC shall have wide decision-making power in respect of each of its functions however; it shall be accountable to the EPC Plenary. The EPC Plenary shall exclusively have the power to appoint members of the SMC, and if required, to remove them from office, as set out in detail in these Internal Rules. The SMC shall perform the administration and compliance function in accordance with the procedures set out in these Internal Rules.

### *Development and Evolution*

The development and evolution function of SEPA Scheme Management establishes formal change management procedures for the Schemes. The change management procedures aim to ensure that the Schemes are kept relevant for their users and up-to-date, with structured processes for initiating and implementing changes to the Schemes, the Rulebooks and related documentation. An important component of change management is the inclusion of innovative ideas for enhancing the quality of existing Schemes. In addition, scheme change management might lead to developing new schemes, based always on sound business cases.

The development of change proposals is to be carried out through clear, transparent and structured channels, which take into account the views of Scheme Participants, suppliers and end-users as well as other interested groups. That is to say, the development and evolution function provides a structured and transparent means through which Participants, users and suppliers can participate in a dialogue with the EPC, so that proposals for change are openly considered by all relevant parties.

The development and evolution function shall be performed by the EPC Plenary, supported by the SPS WG. The EPC Plenary and the SPS WG shall perform the development and evolution function in accordance with the procedures set out in these Internal Rules.

## **2 ADMINISTRATION AND COMPLIANCE**

### **2.1 Definition of Administration and Compliance Roles**

#### **2.1.1 Role of the Scheme Management Committee**

The SMC is responsible for performing the administration and compliance functions of SEPA Scheme Management. The role of the SMC is limited to the following:

- Adherence – the SMC shall be responsible for administering the adherence process for becoming a Participant in the Schemes;
- Conciliation – the SMC shall be responsible for establishing and administering a conciliation process for Participants who are unable to resolve grievances relating to the Schemes through local dispute resolution methods; and
- Complaints – the SMC shall be responsible for investigating complaints made against Participants for alleged breaches of the Rulebooks, evaluating such complaints and determining appropriate sanctions against Participants who are found to be in breach.
- Appeals - the SMC shall be responsible for hearing appeals brought in respect of decisions taken by the SMC in accordance with a fair process that is separate from the process of decision-making at first instance.
- Oversight of the Certification Authority Supervisory Board ('CASB') – the SMC shall be responsible for overseeing the activities of the CASB which has been established by the EPC in September 2010.

The SMC has wide decision-making power in relation to the exercise of the functions outlined above. The SMC shall be accountable to the EPC Plenary. The Chair of the SMC is required to report to the EPC Plenary at each EPC Plenary meeting and may report to the EPC Plenary more regularly if required. The EPC Plenary has the power to remove members of the SMC, or the SMC as a whole in accordance with section 2.1.4.

#### **2.1.2 Composition of the SMC**

The definition of an Independent Member is set out in section 2.1.6 of these Internal Rules.

The SMC shall be composed of 12 members, one of which shall be the Chair of the SMC. The SMC shall be required to have 3 Independent Members. The Chair of the SMC shall be an Independent Member. The Chair of the SMC is appointed by the Plenary in accordance with the Nominating Process set out in section 2.1.7 of these Internal Rules. Upon NGC recommendation, the EPC Plenary may increase the maximum number of SMC members with up to 4 additional members for a short-term appointment of maximum one year.

#### **2.1.3 Duration of Appointment**

Each member shall hold office for a term of 3 years, with the possibility of re-election for a further term of 3 years. Therefore, a member of the SMC may serve on the SMC for a maximum duration of 6 years.

Notwithstanding the above, Independent Members may be re-elected two times, each time for a further term of 3 years. As such, Independent Members of the SMC may serve on the SMC for a maximum duration of 9 years.

Each member who does not act as the Chair, may resign from the SMC by giving notice in writing to the Chair and the NGC not less than 30 Calendar Days' prior to leaving the SMC.

A Chair may only resign from the SMC by giving notice in writing to the NGC not less than 60 Calendar Days' prior to leaving the SMC.

#### **2.1.4 Termination of Appointment by Resolution of the EPC Plenary**

The EPC Plenary may by resolution vote to remove from office either an individual SMC member, a group of such members or the SMC as a whole.

This power may only be exercised if the EPC Plenary, after due and proper consideration, reasonably believes that either an individual SMC member, a group of such members or the SMC as a whole is performing the functions of the SMC in a manner evidencing serious misconduct, a dereliction of duty, bad faith, or gross negligence. The EPC Plenary may further exercise this power where, after due and proper consideration, the EPC Plenary reasonably believes that a member of the SMC does not have the capacity to perform the function of the SMC.

Any SMC member removed from the SMC by resolution of the EPC Plenary shall cease to be a member of the SMC with either immediate effect or on such a date as the EPC Plenary may specify taking into account the outstanding obligations of the SMC member to the SMC and to Scheme Management.

A member of the SMC removed in this manner shall be notified in writing of his or her removal from the office of SMC member.

#### **2.1.5 Criteria for Membership (EPC Related Member)**

A member of the SMC shall be chosen on the basis of his or her suitability and expertise for the position ahead of any other consideration. A prospective member of the SMC must therefore be of good repute, possess appropriate academic and vocational qualifications together with relevant work experience and a proven track record at a senior level in the payments services sector.

Subject to the foregoing, the SMC shall aim to represent as far as reasonably practicable the composition of Scheme Participants, ensuring at all times that this composition fairly represents a balance of the country, size, and industry sectors of Scheme Participants and includes an appropriate representation of members from SEPA countries where the euro is the official currency.

A member of the SMC may not also act as a representative of an EPC member in the EPC Plenary. If a Plenary representative of an EPC member wishes to be considered for the position of SMC member, he or she is obliged to cease acting as a Plenary representative of an EPC member before assuming the role of an SMC member.

#### **2.1.6 Criteria for Membership (Independent Member)**

An Independent Member is a member who can display the highest standard of professional integrity and objectivity in relation to Scheme Management. An Independent Member should be a professional of good repute, with appropriate skills, who has a reasonable knowledge of the payments services sector but who is not employed or is otherwise affiliated with a Scheme Participant or its banking communities, service providers or a payment services user group or user association. A prospective Independent Member must possess appropriate academic and vocational qualifications for the position together with relevant work experience and a proven track record in a profession.

It is envisaged that an Independent Member shall provide expertise to the SMC as well as adding breadth to the knowledge base of the SMC membership.

After NGC consultation, the EPC Plenary shall have complete discretion in deciding whether a member is an Independent Member in accordance with this section 2.1.6.

#### **2.1.7 Criteria for Membership (Chair)**

A Chair of the SMC shall be an Independent Member chosen on the basis of his or her suitability and expertise for the position ahead of any other consideration. A prospective Chair of the SMC must therefore be of good repute, possess appropriate academic and vocational qualifications together with relevant work experience and expertise.

A Chair shall be required to demonstrate a proven track record of leadership in his or her professional field together with relevant management experience.

After NGC consultation, the EPC Plenary shall have complete discretion in choosing a Chair in accordance with these criteria.

#### **2.1.8 Duties of SMC Members**

All SMC Members shall be required to act in accordance with the following general principles:

- each SMC member shall act in accordance with the provisions of these Internal Rules at all times for the duration of his or her term in office;
- each SMC member shall owe a duty to act in the best interests of the Schemes with a view to ensuring that the Schemes are administered efficiently, fairly and professionally;
- each SMC member shall observe the highest standards of integrity, fairness and professionalism at all times;
- as and when arising, each SMC member is obliged to disclose and manage any conflict of interest, as set out in further detail in Appendix 2;
- each SMC member shall act in a timely manner in respect of cases before the SMC;
- each SMC member shall be subject to a duty of confidence in respect of cases pending before the SMC. A member shall not discuss details of cases pending before the SMC with persons other than those on the SMC or persons engaged by the SMC to assist the SMC with the performance of its tasks and who are at all times subject to a duty of confidentiality in respect of their engagement;
- each SMC member agrees to act impartially in fulfilling the obligations of the SMC, notwithstanding his or her membership of a particular banking community, industry sector or position of employment. As part of this duty, an SMC member must be mindful of and refuse any inducements, rewards, or other gifts offered to him or her in the performance of his or her duties, ensuring at all times that he or she acts and is seen to act in accordance with the highest standards of independence and impartiality;
- each SMC member must ensure that decisions taken by him or her in the course of carrying out the functions of the SMC are based upon a sound understanding of the relevant issues and after due and proper consideration of the issues before the SMC; and
- each SMC member shall endeavour as far as reasonably practicable to carry out his or her duties in the SMC with reasonable skill, care and diligence.

### 2.1.9 EPC Plenary Role in Policy of SMC

The EPC Plenary shall be able to raise issues arising from the work of the SMC at meetings of the EPC Plenary. The EPC Plenary shall not comment on specific cases pending before the SMC, but may discuss matters of SMC policy to ensure that the SMC is acting within its scope and performing its role in a proper manner.

The EPC Plenary shall be able to raise issues arising from the work of the SMC in order to discuss policy issues arising in respect of the Rulebooks.

The SMC may report to the EPC Plenary to raise issues relating to the substance or interpretation of the Rulebooks and the operation of the Schemes.

### 2.1.10 SMC - Key Roles and Responsibilities

The SMC shall be responsible for performing the following functions of SEPA Scheme Management:

- Adherence
- Conciliation
- Complaints
- Oversight of the CASB

(together, the "**Compliance Functions**")

- Appeals

(the "**Appeals Function**")

#### *Compliance Functions*

SMC members who are not charged with carrying out the Appeals Function shall perform the Compliance Functions of Scheme Management.

In respect of the Compliance Functions, relevant SMC members shall be responsible for performing investigation, evaluation and decision-making functions in respect of a particular case appearing before it. It shall be open to the SMC to carry out any or all tasks in respect of such cases either as a whole, or to delegate the performance of its tasks to a group of such members of the SMC.

All determinations by the SMC in adherence and complaints cases shall be taken by all of the members of the SMC acting together, excluding those members of the SMC that are charged with carrying out the Appeals Function. The Appeals Function of Scheme Management shall be comprised of three persons constituting the Appeals Panel. The Appeals Panel will be chaired by an independent member of the SMC. One EPC related member of the SMC will in principle sit on the Appeals Panel. The SMC may appoint one or more persons from the group of experts on a case-by-case basis as additional member(s) of the Appeals panel (see section 2.5.2 of these Internal Rules).

The SMC will oversee the activities of the CASB (the Certification Authority Supervisory Board) which is responsible for governing the "EPC Approved Certification Authorities" in support of the e-Mandates Scheme for SEPA Direct Debit. EPC will allow any established CA which has been approved by the EPC following the dedicated approval process for e-Mandate Service CAs (as specified in document EPC292-09) to provide certificates to the market. The CASB has been established in September 2010.



### *Appeals Function<sup>2</sup>*

In respect of the Appeals Function, the SMC shall be responsible for performing evaluation and decision-making functions in respect of a particular case appearing before it. Members of the SMC that are responsible for performing the Appeals Function may not generally participate in decisions or discussions concerning any cases arising from the Compliance Functions of Scheme Management.

The SMC shall make reasonable efforts to ensure that members of the SMC who are responsible for carrying out the Appeals Function remain in this role for the duration of their term in office.

The duties of the SMC in respect of each of the Compliance Functions and the Appeals Function are set out in detail in these Internal Rules.

#### **2.1.11 Meetings of the SMC**

The SMC shall meet on a regular basis and generally not less than 4 times every year. The SMC may convene more regularly if it is appropriate to do so in the exercise of its duties. The SMC is not obliged to convene if it is not charged with any tasks in respect of its Scheme Management duties.

Meetings of the SMC may be held either face-to-face or by telephone or teleconference. A member of the SMC shall be deemed to be present at a meeting of the SMC if he or she is able to participate through any of these means.

The SMC may meet as a whole to discuss general issues relating to the policy, strategy and role of the SMC. Such meetings shall not involve discussions of specific cases appearing before the SMC. All members of the SMC may be present at such meetings.

Alternatively, the SMC may meet to discuss the conduct of cases appearing before it. Where the SMC meets to discuss the conduct of particular cases, members of the SMC that are charged with performing the Appeals Function may never participate in any capacity in meetings to discuss cases arising under the Compliance Functions. Similarly, except as otherwise indicated below, members of the SMC that perform duties in respect of the Compliance Functions may never participate in meetings held to discuss the conduct of appeals cases.

Meetings of the SMC are generally called by the Chair on giving reasonable notice in writing to the SMC members, in either paper or electronic format.

Members of the SMC are required to make every reasonable effort to attend a meeting convened in accordance with this section. Where a member is unable to attend, he or she must give reasonable notice to this effect to the Chair.

For general meetings, an SMC member who is unable to attend may wish to appoint a proxy from amongst the remaining SMC members to vote at the meeting on his or her behalf. For meetings to discuss cases before the SMC, members carrying out the Appeals Function may never be appointed as proxies in respect of other SMC members. Where a member carrying out an Appeals Function is unable to attend a meeting, he or she may appoint another member from the SMC to attend the meeting on his or her behalf, ensuring at all times that any SMC member appointed in this manner is not connected in any way, nor has had any influence in respect of any appeal discussed at the meeting.

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<sup>2</sup> The Appeals Function of the SMC is being reviewed by the EPC. One option is to separate the Appeals Function from the SMC altogether, such that appeals are carried out by entirely independent person(s). Any modifications of the Internal Rules intended to give effect to that review may be implemented in the November 2011 release of the Rulebooks (or as provided under section 3.2.3 of the Internal Rules).

An SMC member wishing to appoint a proxy must give reasonable notice to the Chair in writing. A notice to appoint a proxy may be given either electronically or in paper format.

An SMC member may not hold a proxy for more than 2 other SMC members at any SMC meeting.

Where an SMC member is unable to attend SMC general meetings and if the SMC member is unable to attend 3 consecutive general meetings of the SMC, the matter will be brought to the attention of the NGC.

The Chair must make every reasonable effort to attend a meeting convened in accordance with this section. Where the Chair is unable to attend in a particular instance, he or she may appoint another SMC member in writing to carry out the functions of the Chair. In such cases, the Chair must notify other members of the SMC in writing of this appointment. Where a Chair is unable to attend SMC general meetings and if the Chair is unable to attend 3 consecutive general meetings of the SMC, the matter will be brought to the attention of the NGC.

Minutes of each meeting must be prepared and filed.

#### **2.1.12 Quorum**

For a meeting involving all of the members of the SMC, the quorum for the meetings is at least 2/3rds of the total membership of the SMC present either in person or by proxy. Where the quorum is not reached, a further meeting may be called within 30 Calendar Days of the date of the first meeting and this second meeting may properly convene and carry out SMC business, if 50% of SMC members are present either in person or by proxy and as long as the Chair is present.

Where tasks have been delegated to a group of SMC members, the quorum shall include at least 2/3rds of those members of the SMC to whom such authority has been delegated, present either in person or by proxy.

#### **2.1.13 Voting**

Each member of the SMC shall be entitled to one vote.

A resolution to nominate a member of the SMC to perform the Appeals Function in accordance with section 2.1.10 requires the approval of at least 75% of those present and voting on the resolution at a validly convened meeting of the SMC.

In respect of all other matters discussed by the SMC as a whole or by a sub-set of the SMC acting under its delegated authority, resolutions may be passed with the approval of more than 50% of those present and voting on the resolution at a validly convened meeting of the SMC or of its relevant members.

On a vote, a member of the SMC must disclose and manage any conflict of interest that exists or that might reasonably be expected to arise in accordance with Appendix 2.

#### **2.1.14 Other Support**

The SMC may engage any appropriate person in order to carry out tasks related to the work of the SMC at the cost of the EPC and within the budget of the SMC. The SMC shall ensure that any person engaged in this manner shall be subject to a duty of confidentiality in respect of information acquired in the course of its engagement with the SMC.

The SMC shall be entitled to consult third party advisors at its discretion, provided always that the SMC is able to carry out its duties in accordance with the general principles set out in section 2.1.8. The SMC shall ensure that any person consulted in this manner shall be subject to a duty of confidentiality in respect of information acquired in the course of its engagement with the SMC.



#### **2.1.15 Nominating Process**

The nomination of candidates for the position of SMC member shall be carried out by the EPC Plenary. The NGC shall recommend suitable candidates for this position to the EPC Plenary in accordance with its role, as set out in Article 11.2 of the EPC Charter.

On an annual basis, 4 SMC members, including one Independent Member, shall be nominated by the EPC Plenary. As such, one third of the total number of SMC Members will be appointed each year, allowing a three-year rotating policy.

Subject always to the criteria set out in 2.1.5-2.1.7, the EPC Plenary shall endeavour to ensure that the composition of the SMC reflects a balanced composition of Participants, bringing together a fair representation of the country, size and industry sectors of Scheme Participants, including an appropriate representation of members from SEPA countries where the euro is the official currency.

The NGC shall provide a list of candidates for the position of SMC member to the EPC Plenary 30 Calendar Days in advance of an EPC Plenary meeting. This list shall include a summary of the candidates' qualifications for the position. The NGC should only include details of suitable candidates on such a list.

The EPC Plenary shall approve suitable candidates by resolution.

The NGC may not recommend and the EPC Plenary may not appoint a Plenary representative of an EPC member to the position of SMC member or propose his or her name to the EPC Plenary, without first ensuring that such a candidate has ceased to act as a Plenary representative of an EPC member.

The NGC may not recommend and the EPC Plenary may not appoint a candidate to the position of SMC member, or propose his or her name to the EPC Plenary, if such a candidate has already served on the SMC for the maximum term set out in these Internal Rules.

The NGC may not recommend and the EPC Plenary may not appoint a candidate to the position of SMC member, or propose his or her name to the EPC Plenary, if there are reasonable grounds to believe that such a candidate is subject to personal insolvency proceedings in his or her local jurisdiction or may be imminently subject to such proceedings.

The NGC may not recommend and the EPC Plenary may not appoint a candidate to the position of SMC member, or propose his or her name to the EPC Plenary, if there are reasonable grounds to believe that such a candidate is a person of ill-repute who may bring the SMC and the Schemes into disrepute.

#### **2.1.16 Role of the Secretariat**

The Secretariat shall provide secretarial and administrative support to the SMC.

The Secretariat shall be responsible for referring cases arising in respect of Scheme Management to the SMC, as necessary.

#### **2.1.17 Information Service**

The Secretariat shall be responsible for administering an information service on SEPA issues. The information service shall be open to everyone. Requests for information to the information service shall be in written format only, either by letter, fax or email.

The information service shall endeavour to respond to requests for information within 30 Business Days from the date of receiving the request for information.

#### **2.1.18 Additional Optional Services ("AOS")**

The following principles will apply to AOS:

1. All AOS must not compromise interoperability of the Schemes nor create barriers to competition. The SMC should deal with any complaints or issues concerning these requirements brought to its attention in relation to compliance with the Rulebooks as part of its normal procedures.
2. AOS are part of the market space and should be established and evolve based on market needs. Based on these market needs, the EPC may incorporate commonly used AOS features into the Schemes through the SEPA Schemes change management processes.
3. There should be transparency in relation to community AOS. In particular, details of community AOS relating to the use of data elements present in the ISO 20022 message standards (including any community usage rules for the SEPA core mandatory subset) should be disclosed on a publicly available website (in both local language(s) and English).

The SMC may receive complaints from Participants in relation to the operation of community AOS in respect of the above principles. Complaints received by the SMC on this matter shall be dealt with in an appropriate manner in accordance with these Internal Rules.

#### **2.1.19 Expenses**

Independent Member(s) of the SMC shall be entitled to claim reasonable expenses. The SMC Independent Member shall also be able to claim a daily stipend for each full day spent on working on SMC related matters. The level of the stipend paid to the SMC member shall depend on the work undertaken and the time spent on carrying out such work.

#### **2.1.20 Record Keeping**

The Secretariat shall keep a record of all agendas and minutes of meetings of the SMC. The Secretariat shall use reasonable efforts to keep records relating to appeals separately from those relating to other compliance aspects of Scheme Management. Records may be held in either paper or electronic format. The SMC shall in its absolute discretion decide whether these minutes and related documentation may be made publicly available on the EPC website or on the internal extranet of the EPC.

#### **2.1.21 Rapid Response Mechanism**

The EPC Plenary has withdrawn its earlier decision about the installation of the Rapid Response Mechanism and decided that after the publication of the EU SEPA Regulation a new Task Force be installed to reassess the actual or potential risks for SDD scheme participants and to make recommendations as to whether or not a need for any risk-mitigating mechanism for SDD scheme participants at an EPC scheme level is confirmed, and, if required, to identify a suitable alternative to the Rapid Response Mechanism for further consideration by the relevant EPC Working and Support Groups and for final consideration by the Plenary.

## **2.2 Rules for Adherence<sup>3</sup>**

### **2.2.1 Eligibility for Participation in Schemes**

In order to be eligible to participate in the Schemes, each applicant must satisfy the eligibility criteria set out in Chapter 5.4 of the Rulebooks.

The SMC shall accept any applicant that fulfils the criteria set out in Chapter 5.4 of the Rulebooks and will only reject applications on the basis of failure to meet these criteria.

### **2.2.2 Rules for Adherence by an Entity in a Group/Decentralised Structure**

Each legal entity that seeks to adhere to a Scheme must agree to accept the rights and obligations of a Participant in relation to the relevant Scheme (SEPA Credit Transfer Scheme and / or SEPA Core Direct Debit Scheme and / or SEPA Business to Business Direct Debit Scheme). Upon admission to a Scheme, the adhering legal entity shall assume all of the rights and responsibilities arising from admission to a Scheme.

A subsidiary entity or affiliate of an adhering entity, i.e. each entity that has a separate and distinct legal personality within the adhering entity's group or organisational structure, must adhere separately from a parent or group entity. A subsidiary or affiliate shall be a Scheme Participant in its own right and shall assume all the rights and responsibilities arising from admission to a Scheme.

A branch of an adhering entity, i.e. an entity that does not have separate legal personality, whether located in the jurisdiction of the adhering entity or in another SEPA jurisdiction, shall be deemed to be legally part of the adhering entity and able to carry out SEPA transactions in accordance with the Rulebooks.

### **2.2.3 Rules for Signing the Adherence Agreement**

An entity may sign the Adherence Agreement on its own behalf. Alternatively, an entity may give legal authority to an agent to sign the Adherence Agreement on its behalf (for example, an agent could be a parent company, another adhering entity or banking association). An entity that appoints an agent to sign the Adherence Agreement on its behalf must ensure that the agent is given the necessary legal authority to sign. An agent must demonstrate that it possesses the legal authority to bind an adhering entity in accordance with the local law of the entities involved. An agent signing the Adherence Agreement on behalf of other entities must demonstrate by way of legal opinion of external or internal legal counsel in a form specified by the EPC that it possesses the requisite legal authority to bind such entities.

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<sup>3</sup> This section sets out a description of the general rules relating to adherence to the Schemes. The EPC has produced separately detailed documents for describing the practical steps that must be taken to adhere together with guidance on the adherence process: EPC125-07 Guide to the Adherence Process for the SEPA Credit Transfer Scheme; EPC329-08 Guide to the Adherence Process for the SEPA Core Direct Debit Scheme and for the SEPA B2B Direct Debit Scheme; EPC103-08 Application Pack for Adherence to the SEPA Credit Transfer Scheme and the SEPA Direct Debit Schemes for Applicants that are neither licensed credit institutions in accordance with Article 6 of Directive 2006/48/EC (or licensed Swiss banks) nor entities listed under Article 2 of Directive 2006/48/EC (hereafter “non credit institutions”). These documents are available for download on the EPC web site at [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu).

This provision permits members of a banking community to adhere to a Scheme at the same time by nominating an agent to complete the Adherence Agreement in respect of each member. Similarly, a parent company may sign an Adherence Agreement in respect of some or all of its subsidiaries and an entity in a group or de-centralised structure may sign an Adherence Agreement in respect of each of the other entities in the group or de-centralised structure. In each case, an entity signing the Adherence Agreement that acts as an agent on behalf of another must show that it possesses the legal authority to do so.

#### **2.2.4 National Adherence Support Organisation ("NASO")**

The EPC has, in conjunction with a national banking community, identified one or more NASOs in respect of each SEPA community. A NASO is responsible for providing basic guidance on the adherence process and on adherence applications through a helpdesk, for liaising with the SMC in respect of an application (as required) and for such other tasks as the EPC or any organ of the EPC may request it to perform from time to time. A NASO also carries out a basic preliminary review of an adherence application, if requested to do so. The EPC publishes a list of NASOs on the EPC website. A NASO could be a national banking association(s) or a regulatory body, which has agreed to conduct the task on behalf of the national community.

Except as otherwise indicated in this section, an adhering entity must consult a NASO on its adherence application.

Only multi-country entities that are signing in their own right or as agent on behalf of four or more of their subsidiaries located in four different SEPA jurisdictions or arranging the completion of the adherence application by such subsidiaries may submit an adherence application directly to the EPC without first consulting a NASO. Such entities are nevertheless free to consult a NASO before submitting their application to the EPC, should they wish to do so. In such cases, where an entity wishes to consult a NASO, it may use the NASO of any of the adhering entities on whose behalf it is signing the adherence application.

#### **2.2.5 Becoming a Participant**

An application to become a Participant in one or both of the Schemes shall be made using the form of Adherence Agreement set out in the official Adherence Guide an example of which is in Annex 1 of each of the Rulebooks.

An application shall be accompanied by a legal opinion in the form specified by the EPC provided by either internal or external counsel on the capacity and authority of the applicant to become a Participant in one or both of the Schemes.

The application for adherence shall be finally submitted to the EPC Secretariat. Except as otherwise indicated in section 2.2.4 of these Internal Rules, before submitting the application, an applicant must consult with the relevant NASO for preliminary guidance on eligibility and documentation involved in the adherence process.

The Secretariat uses reasonable efforts to send a written acknowledgement of receipt of the application to the applicant within 10 Business Days of receiving the application.

The SMC, supported by the Secretariat, shall use reasonable efforts to determine the application within 60 Calendar Days of receiving the application. In the event that the SMC requires more time to arrive at a determination, it shall notify the applicant as soon as it is reasonably practicable to do so.

The SMC may request the applicant to provide such additional information as may be required by the SMC in the course of determining the application.

In the course of determining the application, the SMC may take into consideration views expressed by the following bodies in relation to the application:

- other Participants;
- banking communities; and
- national regulators (this term extends to include such bodies as insolvency officers, law enforcement authorities and local courts).

It is also open to the SMC to take into account views expressed by such other persons or bodies as it considers appropriate. In the case of a successful application, the applicant or its agent will receive a written notification of admission to a Scheme. The applicant becomes a Participant and becomes subject to the Rulebooks on an Admission Date specified by the SMC or, where requested by the applicant and agreed by the SMC, on a deferred Admission Date specified by the applicant in advance to the SMC. The Secretariat may send the written notification to the applicant in paper or electronic format.

#### **2.2.6 Register of Participants**

The Secretariat shall maintain a separate register of Participants for each of the Schemes. The register shall contain the name, contact address and other details determined by the EPC in respect of the Participant.

The registers shall be updated by the Secretariat regularly as specified in the relevant schedule published on the EPC web site.

If the Participant changes its details, so that the register does not carry accurate data in respect of the Participant, the Participant shall notify the Secretariat as soon as it is reasonably practicable to do so. It is the responsibility of the Participant to ensure that the Secretariat is provided with information in relation to the Participant that is accurate and up-to-date at all times. In the event of Participants having ceased to exist the SMC may decide to rectify the register of Participants after verification of such change with the relevant national regulator or national authority.

The register may be accessed and searched through a website of the EPC, available to all users. The register is not an operational database in respect of Scheme usage. Any operational data needed by Participants in relation to other Participants shall be supplied outside of the Schemes.

#### **2.2.7 Fees**

The EPC reserves the right to recover costs. The policy of the EPC with regard to fees related to the adherence process will be decided from time to time by the EPC Plenary.

#### **2.2.8 Unsuccessful Applications**

The SMC may reject an application for participation in one or both of the Schemes if an applicant fails to satisfy the eligibility criteria set out in chapter 5.4 of the Rulebooks.

Where an application is rejected, the SMC shall provide the applicant with a letter setting out the reasons for rejecting the application.

An applicant may not re-apply to become a Participant until 3 months after the determination of its application by the SMC or after a determination in an appeal begun in accordance with these Internal Rules or after a final determination of a tribunal or court responsible for determining the case.

### **2.2.9 Appeals**

An applicant whose application for participation in one or both of the Schemes has been rejected may appeal to the SMC for a re-consideration of its application. A notice of appeal in such cases must be filed within 21 Calendar Days of the applicant receiving a notification of rejection of its adherence application. The appeals notice must include a copy of the adherence application together with a letter supplied to the applicant under section 2.2.8 and any other information required by section 2.5.4 of these Internal Rules. The appeal shall be determined in accordance with section 2.5 of these Internal Rules.

## **2.3 Conciliation Undertaken by the SMC**

### **2.3.1 SMC Role in Conciliation**

The SMC shall provide a voluntary conciliation service to Participants and to the EPC. Conciliation may be used for resolving Unresolved Issues that arise in respect of the Rulebooks only.

Issues concerning SMC determinations on adherence applications or on complaints must be addressed through the appeals process rather than through conciliation.

Conciliation services shall be available with regard to the following:

- Unresolved Issues arising out of the Rulebooks between Participants;
- Unresolved Issues arising out of the Rulebooks between a Participant and the EPC.

Conciliation services shall only be available to a Participant where the Participant can demonstrate that it has used reasonable endeavours to resolve the matter amicably, after dialogue with banking communities and by using conciliation or other dispute resolution processes at a local level. SEPA banking communities are expected to make a body available to Scheme Participants for this purpose.

Conciliation services shall be administered in a manner that is efficient and cost-effective, with a view to ensuring a rapid conclusion to the Unresolved Issue.

The SMC shall appoint one or more conciliators either from the body of relevant SMC members to hear the Unresolved Issue on a case-by-case basis and/or, as appropriate, appoint experienced individuals from outside the SMC and EPC to adjudicate on Unresolved Issues. The conciliators shall make a recommendation to the parties involved. This recommendation shall not be binding upon them and will be without prejudice to further proceedings between the parties.

As set out in further detail in Appendix 2, conciliators must be mindful of any conflict of interest arising in relation to the subject matter of the conciliation or to any of the parties to the conciliation. In the event that a conciliator is aware that a conflict of interest exists, he or she shall make this known to the SMC immediately and the SMC can appoint another conciliator(s) from the relevant members of the SMC to carry out the conciliation. If the SMC is unable to find a conciliator(s) from the SMC to act in respect of the Unresolved Issue, the Chair may appoint a conciliator(s) from outside of the SMC and the EPC, provided always that the parties to the Unresolved Issue agree to this appointment.

In cases where the conciliation is between a Participant and the EPC, the SMC shall ensure that conciliators from outside the SMC and the EPC are appointed, provided that both the EPC and the Participant agree to this appointment.



### **2.3.2 Application for Conciliation**

An application for conciliation shall be made in writing and filed with the Secretariat. The application shall clearly state the name of the other party involved together with details of the Unresolved Issue. The application shall also be accompanied with a written statement of consent from the other party stating that it wishes to submit to conciliation.

The Participant shall give a copy of the application and accompanying information to the other party involved in the Unresolved Issue.

Within 15 Business Days starting from the date that the application was filed, the Secretariat shall request the other party to file with the Secretariat any statement of facts in relation to the Unresolved Issue.

The other party may withdraw from the conciliation at any time. If the other party withdraws in this manner, the conciliation proceedings shall be terminated with immediate effect and the conciliator shall not deliver a recommendation. The costs provisions set out in section 2.3.6 of these Internal Rules continue to apply.

### **2.3.3 Conciliation Proceedings**

The conciliator shall aim to resolve the Unresolved Issue between the parties in a manner that is fair, open and amicable.

Unless otherwise agreed, conciliation proceedings shall be in private.

The conciliator shall consider all the evidence put before the conciliator and allow both parties to provide clarification and elaboration on the points raised in the Unresolved Issue.

The conciliator shall then recommend a proposed settlement to the Unresolved Issue.

If a settlement is reached, the settlement shall be written down by the conciliator and signed by the parties. The parties may keep a copy of the settlement.

If the parties cannot reach settlement, the conciliator shall close the conciliation proceedings. The parties may take such procedures as they consider appropriate and may take the matter to arbitration or litigation in accordance with section 2.3.7.

### **2.3.4 Conciliation Involving the EPC**

Where conciliation involves the EPC, the conciliators shall always be individuals who are not connected to either the EPC or to the Participant in any way. The costs of engaging conciliators in such cases shall be determined in accordance with Section 2.3.6. In all other respects, the conciliation proceedings shall follow the procedure set out in this section.

### **2.3.5 Report of Conciliators**

Following the conclusion of conciliation proceedings, whether by way of settlement or voluntary termination by parties to the conciliation, the conciliators may prepare a report on the conciliation for the SMC. The report may contain such details relating to the conciliation proceedings as the conciliators wish to include. The report shall be confidential and may only be made available to relevant members of the SMC.

Where the conciliators become aware of serious misconduct by the Participant such as behaviour evidencing fraud or other such serious violations of the law, they may bring this to the attention of the relevant national regulator or national authority.

### **2.3.6 Costs**

An upfront, non-refundable administrative fee outlined in Appendix 3 of the SMIRs on the SMC cost recovery mechanism will be payable to the EPC prior to the initiation of the proceeding, by the Scheme Participant who wishes to initiate the proceeding, to cover basic administrative costs. This fee will be recoverable from the losing party, as appropriate. Appendix 3 of the SMIRs listing this fee will be reviewed and adjusted in line with any actual costs incurred in the first year plus a reasonable amount for anticipated increases in costs in the year in question and will be adjusted accordingly in subsequent years.

The EPC will ensure that any fee set under this section is quantified so as to be consistent with the costs incurred by the EPC and the EPC's status as a non-profit organisation under Belgian law.

The upfront, non-refundable administrative fee shall be equally split between the two parties where they are both jointly seeking conciliation.

In addition, any relevant non-administrative SMC costs incurred during the course of the proceedings shall be recovered from the losing party, or divided between the parties based on the principles established by the Rules of Arbitration of the International Chamber of Commerce.

Where the conciliation is terminated before either a settlement is reached or before the conciliators close the conciliation, the upfront, non-refundable administrative fee payable to the EPC and the SMC's costs incurred to handle the conciliation up to that point in time will be recovered from the party requesting the termination of the conciliation process.

### **2.3.7 Further Steps - Arbitration v Litigation**

Following consultation with the SMC, if the parties are unable to settle an Unresolved Issue through conciliation, or where such a conciliation process has not taken place, if a Participant gives another Participant notice that an Unresolved Issue exists and if the Unresolved Issue has not been resolved within 30 Calendar Days of service of the notice, the Unresolved Issue shall be referred by the SMC to arbitration.

No Participant shall resort to arbitration against another Participant under the Rulebook until 30 Calendar Days after the referral of the Unresolved Issue to the SMC.

Unless parties to the Unresolved Issue otherwise agree, any Unresolved Issue which is unresolved 30 Calendar Days after the referral of the Unresolved Issue to the SMC shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules. The seat of the arbitration shall be Brussels. The EPC, as represented by an appropriate member of the SMC, shall have the right to participate in the arbitration.

However, if the Unresolved Issue is referred to arbitration in accordance with this section, the parties to the Unresolved issue may agree to submit to local arbitration in a SEPA jurisdiction. If the relevant Participants elect to submit to such local arbitration, they shall conduct the arbitration under rules agreed between them. The jurisdiction chosen by the relevant parties for such local arbitration must be substantially connected to the conduct of the Unresolved Issue. The EPC, as represented by an appropriate member of the SMC, shall have the right to participate in the arbitration.

Any arbitration between Participants under the Rulebook shall (unless the relevant Participants agree otherwise, and in an Unresolved Issue in which the EPC is participating, with the consent of the EPC) be conducted in the English language.



Alternatively, following a failure by the relevant Participants to resolve an Unresolved Issue in accordance with the steps set out above, the parties to the Unresolved Issue may agree to submit to such other dispute resolution process (other than arbitration) as they consider appropriate, including litigation. If the relevant parties submit to litigation in accordance with this section, the relevant Participants shall conduct the litigation in a jurisdiction, and under such processes as are determined by established principles of conflicts of laws.

In arbitration or litigation proceedings, the Rulebooks shall be governed by and interpreted in accordance with Belgian law. A court or arbitrator may however apply such rules of process in relation to the proceedings as may be applicable under established principles of conflicts of laws.

The parties shall inform the SMC of the outcome of any litigation or arbitration or other dispute resolution methods conducted by them. The parties may consult the SMC on matters relating to the interpretation of the Rulebooks in the course of any such arbitration or litigation proceedings.

## **2.4 Complaints Submitted to the SMC**

### **2.4.1 Role of SMC in Complaints**

The SMC shall oversee the implementation of the Rulebooks by Scheme Participants. The SMC may investigate breaches or potential breaches of the Rulebooks following a complaint made by a Scheme Participant to the SMC. The SMC may also receive complaints from Participants in relation to the operation of community AOS, as set out in section 2.1.18 of these Internal Rules.

Unless otherwise stated, a complaint may be submitted by any Scheme Participant and must be filed in writing with the Secretariat. A complaint that is filed with the Secretariat must state the name of the Participant that is the subject of the complaint (the "**Affected Participant**") together with details of the complaint.

Members of the SMC that are charged with carrying out the Appeals Function may never file a complaint against a Participant.

In addition, the SMC may investigate breaches or potential breaches of the Rulebooks of its own accord.

For the purposes of this section, investigations made by the SMC into breaches or potential breaches of the Rulebooks, whether or not initiated by the SMC itself, shall be referred to as complaints.

References to the SMC include any person nominated by the SMC to carry out a function in relation to a complaint, and where a complaint is made by or on behalf of the SMC itself, references to the "parties" are to the Affected Participant only.

### **2.4.2 Key Principles**

In the course of carrying out its function in relation to complaints, the SMC shall ensure that it acts in accordance with the following general principles:

- the SMC shall act in a manner that is impartial and objective at all times;
- the SMC shall act in a manner that is fair to all parties, taking into account the circumstances of each case;
- the SMC shall ensure that, as far as possible, it acts in a manner that is transparent, open and intelligible to the parties; and

- the SMC shall ensure that it acts in a manner that is proportionate to the seriousness of the matter before it.

The deliberations of the SMC and any discussions held in the course of evaluating and investigating the complaint shall be private and confidential, unless otherwise agreed between the parties.

### **2.4.3 Investigation of Complaints**

The SMC may nominate a group of members of the SMC to investigate and evaluate a complaint or the SMC may delegate its power to investigate a complaint to the EPC Secretariat or any other person.

The SMC shall as soon as reasonably possible notify the Affected Participant that it is subject to investigation by the SMC. The Affected Participant shall have 28 Calendar Days from receipt of such notification to file written representations in respect of the Complaint. The Affected Participant may be required to cease any activity that could constitute conduct suspected of being in breach of one or both of the Rulebooks.

Members investigating the complaint may in the course of the investigation call for such information and documentation from the Affected Participant as may be relevant for determining whether a breach of a Rulebook has taken place. The Affected Participant shall use reasonable efforts to provide such information to the relevant SMC members as is within the Affected Participant's possession, custody or control. The Affected Participant shall have 28 Calendar Days to respond to such requests for information and documentation.

The SMC may additionally require the Affected Participant to give all reasonable assistance in the course of the SMC investigation. A failure to provide such assistance shall be deemed to be a breach of Scheme rules and may therefore be actionable in accordance with this section.

In addition, in the course of the investigation, relevant SMC members may consult Participants as well as end-users and suppliers and may call for information and documentation from such bodies, liaising through Scheme Participants.

Members investigating the complaint may engage any person in order to carry out tasks related to the investigation at the cost of the EPC and within the budget of the EPC. The SMC may also engage a legal professional to give legal advice on any aspects of the investigation. Where this is done, the cost incurred by the SMC and paid by the EPC may be added by the SMC to the costs payable under section 2.4.9 below.

### **2.4.4 Evaluation of Complaint**

The SMC shall evaluate any information that it may obtain in the course of the investigation. It may engage a skilled person in order to carry out tasks related to the evaluation of the complaint as well as a legal professional to give legal advice on any aspects of the evaluation and adjudication of the complaint at the cost of the EPC and within the budget of the EPC. The SMC may request advice from the EPC SEPA Payment Schemes Working Group ("SPS WG") and the EPC Legal Support Group ("LSG") to determine whether a Scheme Participant is in breach of a Rulebook. The SMC shall ensure that any person engaged in this manner shall be subject to a duty of confidentiality in respect of information acquired in the course of its engagement with the SMC.

In the course of this evaluation, the Affected Participant shall be invited to discuss the complaint with the SMC. The Affected Participant may seek legal advice at any stage of this process at its own cost.

When evaluating any complaint, the SMC shall take into account the date of the alleged breach and, except in exceptional circumstances at the discretion of the SMC or where a breach is continuing, shall determine a complaint to be invalid which relates to a breach which occurred three years or more before the complaint is filed.

#### 2.4.5 Sanctions<sup>4</sup>

On completion of the evaluation, the SMC shall prepare a report on the conduct of the case, setting out the facts of the case and a preliminary evaluation of the complaint.

The SMC shall review the contents of this report, following which the SMC may consider that:

- no further action should be taken in relation to the alleged breach of the Rulebook if the SMC considers that either there is no evidence of a breach, or that the breach is of a trivial nature;
- discussions should take place with the Affected Participant to decide how to proceed in respect of a breach that has already occurred or one that is continuing - no sanctions are contemplated at this stage;
- discussions should take place with the Affected Participant and the Affected Participant should be sanctioned.

If the SMC considers that the Affected Participant should be sanctioned, the SMC shall send a written notice to the Affected Participant setting out details of the complaint and the sanction proposed, the report and any material that is believed to be relevant to the matter.

Subject to section 2.4.7, the Affected Participant shall have 30 Calendar Days following receipt of the notification to accept the sanction, or to present written or oral representations to the SMC (the "**Representation Right**"). The Affected Participant may consult legal counsel at any stage of the sanctioning process.

In considering any representations made to it, the SMC is not bound to follow rules of evidence, as followed in a court or tribunal. It will not normally consider oral evidence. Any party may however adduce written evidence in the course of the deliberations of the SMC and make such representations as it considers appropriate in accordance with this section.

Within 30 Calendar Days of hearing representations from the Affected Participant, the SMC shall determine the sanction to be made against the Affected Participant. The SMC shall notify the Affected Participant of its determination.

The sanctions available to the SMC are the following:

- private warning
- written notification of complaint
- public warning
- report to a national regulator or equivalent national authority, including a NASO
- termination

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<sup>4</sup> Modification of the Internal Rules, designed to guide the SMC as to the circumstances in which a particular sanction may be appropriate, may be introduced in the November 2011 release of The Rulebooks (or as provided under section 3.2.3 of the Internal Rules).

### *Private Warning*

The SMC may give a private warning to the Affected Participant. The private warning shall constitute a formal notice to the Affected Participant and aims to deter the Affected Participant from committing a further breach of a Rulebook or to cease conduct that is in breach of a Rulebook. A record of the private warning shall be made by the SMC. This record shall be confidential.

### *Written Notification of Complaint*

The SMC may give a written notification of a complaint to the Affected Participant. A written notification constitutes a formal reprimand to the Affected Participant. The written notification shall set out details of the breach and is aimed to deter the Affected Participant from committing a further breach of a Rulebook or to cease conduct that is on breach of a Rulebook. The SMC may publish details of this sanction on the website of the EPC.

### *Public Warning*

The SMC may give a public warning to the Affected Participant. The public warning shall constitute a formal notice to the Affected Participant and aims to deter the Affected Participant from committing a further breach of a Rulebook or to cease conduct that is in breach of a Rulebook. The public warning shall publish the name of the Affected Participant, together with details of the breach, on the website of the EPC.

### *Circumstances which may indicate which Warning Sanctions may be applied*

The decision as to which sanction or sanctions may be appropriate in respect of any Affected Participant shall be entirely at the discretion of the SMC. However, the following circumstances would tend to indicate that one of the above three sanctions would be more appropriate than the sanction of termination (described below):

- the conduct of the Affected Participant did not display bad faith nor was it due to gross negligence towards other Participants or to the Scheme(s) of which the Affected Participant is part;
- the conduct of the Affected Participant did not display dishonesty and the Affected Participant did not act in a grossly unprofessional manner;
- the breach was not of such a serious nature as to potentially undermine the operation and integrity of one or both of the Schemes;
- the Affected Participant had not committed a breach, or a breach of this type, in the past;
- the breach was of a nature that the SMC believes would be best addressed by deterrent action envisaged by these three sanctions and that it remains appropriate for the Affected Participant to continue as a Participant in the relevant Scheme(s) rather than facing expulsion under the sanction of termination; and
- the breach can be rectified without loss or cost to any other Participant or user or the EPC

As regards which of the three Warning Sanctions might be applicable to any case:

- a private warning may generally be considered more appropriate for a first breach where the breach was not of a serious nature, had not adversely affected other Participants or the Scheme(s), and there would be no merit in other Participants being informed of the breach;

- a written notification of complaint, being a formal reprimand, would be applied where the SMC considered the breach to be of a sufficiently serious nature to record a reprimand against the firm. The SMC may consider publishing the notification on its website if it believed this would be in the interests of other Participants and/or the Scheme(s)

a public warning, being a formal notice, would be applied in the case of a more serious breach and where the SMC believes it would be in the interests of other Participants and/or the Schemes to publicise the notice. This sanction is the most likely of the three to be used in conjunction with the sanction of termination.

#### *Report to National Regulator*

In addition to giving a private warning, public warning or written notification of breach, the SMC may report the Affected Participant to its national regulator, NASO or to an equivalent national authority. The regulator shall be provided with the name of the Affected Participant together with details of the conduct of the Participant.

Considerations which may indicate the appropriateness of this sanction would be if the SMC believed that the breach by the Affected Participant may also constitute a breach of the rules or guidelines of a relevant regulator or if the Affected Participant's conduct cast doubt on its fitness and propriety to continue as a regulated entity. However, the decision whether or not to report a breach by an Affected Participant to a regulator will be entirely at the SMC's discretion.

#### *Termination*

In addition to making a report to a relevant national regulator or giving a private warning, written notification of breach or public warning to the Affected Participant, the SMC may terminate the participation of an Affected Participant in a Scheme in the following circumstances:

- where the breach committed by the Affected Participant is sufficiently serious to undermine the operation and integrity of a Scheme;
- where the Affected Participant has committed a repeated breach of a Rulebook, notwithstanding any earlier sanctions given to the Affected Participant by the SMC;
- where the conduct of the Affected Participant displays bad faith or gross negligence towards other Participants or towards the Scheme(s) of which it is part; or
- where the conduct of the Affected Participant displays dishonesty or is grossly unprofessional.

Before making a termination order, the SMC may consult with relevant groups to determine the impact of the sanction. Such groups may include other Scheme Participants, the EPC Plenary, clearing and settlement mechanisms or banking communities. The SMC shall consult with relevant regulators before applying the termination sanction.

If the SMC decides to terminate the participation of an Affected Participant, it shall make a termination order setting out the terms and conditions on which the termination is to be effected. Such an order shall set out the steps to be taken by the Affected Participant to ensure the continued orderly and efficient operation of the Schemes.

In the event of termination, the Affected Participant shall be barred from exercising rights under the Rulebooks in accordance with the terms and conditions set out in the termination order. The Affected Participant shall fulfil all obligations arising under the Rulebooks in accordance with the termination order.

If the participation of an Affected Participant is terminated, the Affected Participant may re-apply to join the relevant Scheme after 6 months, starting from the date of the termination of its participation. However, an Affected Participant may re-apply earlier if it can demonstrate to the SMC that it has remedied the breach and/or that there is no reasonable likelihood of the Scheme Participant committing the breach in future.

The SMC shall publish details of a termination of participation on the website of the EPC together with the relevant order and details of the conduct giving rise to the complaint.

#### **2.4.6 Emergency Injunction Procedure**

Where a termination order is issued to an Affected Participant, such Affected Participant may within 21 Calendar Days of receiving notification of the order, apply for an injunction against such order to a competent court in Belgium, during which time the sanction shall be suspended pending the court's determination of the matter. Where the court decides not to grant the injunction requested by the Affected Participant, the SMC may enforce the conditions of the termination order. The courts of Belgium shall have exclusive jurisdiction in respect of proceedings brought in accordance with this section.

#### **2.4.7 Appeals Arising from Complaints**

Within 30 Calendar Days of receiving the notification of a sanction, the Affected Participant may appeal to an Appeals Panel in accordance with section 2.5.

#### **2.4.8 Timing of Sanctions**

Except in exceptional circumstances described in more detail below, a determination by the SMC of a sanction to be made against an Affected Participant shall not take effect until the conclusion of appeals proceedings before the SMC that may be commenced in accordance with these Internal Rules, or until such time as the time period for referring a matter to an appeal to the SMC has expired in accordance with these Internal Rules.

Of all sanctions available to the SMC, the imposition of the following sanctions only shall be suspended awaiting the determination of the appeal: (i) public warning, (ii) report to national regulator or equivalent national authority, including NASO, and/or (iii) termination.

The following applies only if the SMC considers that the conduct or circumstances of the Affected Participant will undermine the operation of any of the Schemes or would cause a serious risk of undermining the operation of any of the Schemes. The SMC may impose a sanction of which it has notified the Affected Participant with immediate effect, or at any other time specified by the SMC. In particular, the SMC may impose a sanction in such circumstances even though:

- the Representation Right has not expired; or any appeal under section 2.5 has not yet been determined.

However, both the Representation Right and the right to appeal against any sanction will remain available to any Affected Participant notwithstanding the expedited imposition of any sanction.

The decision whether or not to expedite the imposition of sanctions under this section 2.4.7 shall be entirely at the discretion of the SMC, however, issues which would tend to indicate the need for such action would be insolvency, loss of regulatory licence(s), or criminal conviction of the Affected Participant.



In cases where a sanction takes effect with immediate effect or at any other time specified by the SMC, the sanction shall remain in force for as long as determined by the SMC or until it is revoked by a determination of the case at appeal. No Affected Participant will have any right of recourse against the SMC for any loss suffered due to the imposition of a sanction if a sanction is subsequently revoked on appeal or under any other circumstances.

#### **2.4.9 Eligibility, Merger and Acquisition of a Participant**

In addition to the circumstances set out in section 2.4.1, the SMC may investigate, initiate or respond to a complaint in the following circumstances:

- a Participant has failed to satisfy one or more of the Scheme eligibility criteria; and
- a Participant has failed to notify the EPC of its intention to terminate its participation under section 5.11 of the relevant Rulebook,

The SMC may treat evidence of the existence of these circumstances coming to its attention as if it were a formal complaint, and deal with the matter in accordance with section 2.4.1 of these Internal Rules. Any references to a 'breach' of the Rulebooks in section 2.4.1 shall include a breach of the Adherence Agreement (including the representations and warranties set out in the Adherence Agreement) entered into by the Participant and may be treated by the SMC as being references to the circumstances set out in this section 2.4.8.

#### **2.4.10 Costs**

An upfront, non-refundable administrative fee outlined in Appendix 3 of the SMIRs on the SMC cost recovery mechanism will be payable by the complainant to the EPC, upon lodging the complaint, to cover basic administrative costs. This fee will be recoverable from the losing party, as appropriate. Appendix 3 of the SMIRs listing this fee will be reviewed regularly and adjusted in line with any actual costs incurred in the first year plus a reasonable increase uplift for anticipated increases in costs in the year in question and will be adjusted accordingly in subsequent years.

The EPC will ensure that any fee set under this section is quantified so as to be consistent with the costs incurred by the SMC and paid by the EPC and the EPC's status as a non-profit organisation under Belgian law. In addition, any relevant non-administrative SMC costs incurred during the course of the proceedings will be recovered from the losing party.

Where the complaint is withdrawn by the complainant before a formal SMC decision on the complaint has been made, the SMC's costs incurred to handle the complaint proceedings up to that point in time will be recovered from the complainant.

Where the SMC initiates a complaint, it may require the Affected Participant to contribute to any costs incurred by the SMC in relation to the complaint, if the Affected Participant were found to be in breach of the Rulebook(s).

## **2.5 Appeals**

### **2.5.1 Introduction to the Appeals Process**

In this section and unless the context otherwise indicates, a reference to the SMC shall be read as a reference to those persons comprising the Appeals Panel who have been nominated to carry out the Appeals Function of Scheme Management in accordance with section 2.1.10 of these Internal Rules including SMC members and representatives of the expert group described in section 2.5.2 of these Internal Rules.

Where the decision under appeal is a decision in which the SMC had initiated a complaint under section 2.4.1 of these Internal Rules, the SMC (including, for the avoidance of doubt, any sub-committee of the SMC, such as the CAC) is not to be regarded as a "party" to the appeal.

The role of the SMC shall be to determine whether, on the basis of the material put before it by the appellant, a decision reached in complaints and adherence matters was correct and justified. The SMC may request advice from a third party professional, including a legal professional in the course of its deliberations.

Deliberations before the SMC shall be conducted in private and shall be confidential unless otherwise agreed between the parties.

In considering any representations made to it, the SMC is not bound to follow rules of evidence, as followed in a court or tribunal. The SMC will not normally consider oral evidence.

The SMC shall act in accordance with the principles set out in section 2.5.2 to ensure that a matter is handled fairly and impartially. It may stipulate such conditions as it considers appropriate in order to ensure that this obligation is fulfilled.

Members of the SMC must ensure that all written information in respect of its Appeals Function, whether in electronic or paper format, is kept separately from documentation held by the SMC in relation to its Compliance Functions so that information is stored in proper manner and is available only to the relevant members of the SMC.

The SMC may never have access to information held in respect of cases arising under the Compliance Functions, whether oral or written, until such time as such information is referred to appeal.

In the course of determining an appeal, the Appeals Panel must not discuss details of the case with other members of the SMC, without first ensuring that such discussions are carried out with the agreement of the parties to the appeal.

The SMC may engage skilled professionals or the Secretariat to carry out administrative duties arising out of the conduct of appeals before the SMC at the cost of the EPC and within the budget of the EPC. The SMC shall ensure that any person engaged in this manner shall be subject to a duty of confidentiality in respect of information acquired in the course of its engagement with the SMC.



### 2.5.2 Group of Experts

In accordance with section 2.1.10 of the Internal Rules and taking into account possible scenarios of temporary SMC vacancies, potential cases of conflict of interests and non-availability of expertise, the SMC may appoint up to two persons who are not SMC members on an *ad hoc* basis to sit on the Appeals Panel at such time as a case is presented to the SMC. It is not necessary for any such person to be appointed as a member of the SMC; they would instead be vested with delegated power to convene and consider appeals cases. They shall be engaged solely for the purpose of hearing appeals and their skills shall be appropriate for this purpose. An initial proposal regarding the appointment of such a person or persons to sit on the Appeals Panel for a particular case will be made to the SMC by the SMC Chair together with the Chair of the Appeals Panel.

Once an appeal has arisen, the SMC Chair may select such experts from a group of experts comprising selected skilled professionals. The nomination of any person to become a member of the group of experts must be approved at a validly convened meeting of the SMC in accordance with section 2.1.13 of the Internal Rules. In addition, each member of the group of experts shall have the prior approval of the EPC Plenary as technically competent to assist in fulfilling the Appeals Function. The SMC in consultation with the EPC Nominating and Governance Committee will identify candidates to sit on the group of experts.

In order to be selected as a member of the group of experts, a prospective expert would be requested to:

- state the reason for applying to be included on the group of experts;
- describe in details their technical skills, experience and professional qualifications;
- set out any actual or potential conflicts of interest;
- agree to be subject to the Internal Rules;
- set out their likely availability and any possible time constraints; and
- agree a rate for their costs;

### 2.5.3 Key Principles

In carrying out the Appeals Function, the SMC shall perform its functions in accordance with the following principles:

- the SMC shall act in a manner that is impartial and objective at all times;
- the SMC shall act in a manner that is fair to all parties, taking into account the circumstances of each matter before it;
- the SMC shall act in a timely manner to determine matters arising before it;
- the SMC shall allow all parties to make representations and present written material to the SMC;
- the SMC shall ensure that, as far as possible, matters referred to it are dealt with in a way which is transparent, open and intelligible to the parties; and
- the SMC shall ensure that it acts in a manner that is proportionate to the seriousness of the matter before it.

- each member shall be subject to a duty of confidence in respect of appeals cases pending before the SMC. A member shall not discuss details of such cases other than with other members of the SMC that are nominated to carry out the Appeals Function, persons engaged by the SMC to assist the SMC in the exercise of this function, or with relevant parties in the course of appeals proceedings;

#### **2.5.4 Submission of Appeals Notice**

A person with the right to an appeal under these Internal Rules must file an appeals notice with the Secretariat. An appeals notice shall set out details of the case under appeal, reasons supporting the appeal, together with a copy of the determination that is the subject of the appeal.

Within 21 Calendar Days of receiving the appeals notice, the Secretariat shall provide a copy of the appeals notice to those members of the SMC whose decision is the subject of the appeals notice. These SMC members shall have 21 Calendar Days to file written representations in respect of the appeal. They may appoint one or more representatives from their number to take the appeal forward on their behalf. A representative appointed in this manner must be an SMC member who has been nominated to carry out the Compliance Functions of Scheme Management in accordance with section 2.1.10.

The SMC shall then consider the appeals notice and any representations filed and, within 21 Calendar Days of receiving representations from each party, shall notify all parties of the date of the appeal meeting.

At any time before the date of the meeting, the SMC may, but is not obliged to make such directions to the parties as may be useful for the swift and fair determination of the appeal. Such directions may include the following:

- directions to exchange documents relevant for the appeal; and
- directions to exchange names and written statements of any witnesses, including expert witnesses (if any).

The SMC shall ensure that all documents and evidence received from the SMC by the SMC or by one or other of the parties is provided to all the parties to the appeal in a timely manner in advance of the appeal meeting.

#### **2.5.5 Meeting**

The SMC shall aim to determine the appeal between the parties in a manner that is fair, open and amicable at a meeting involving all relevant parties.

Unless otherwise agreed, this meeting shall be private. Parties may bring legal representatives to a meeting.

In the event that a party does not attend the meeting, or if both parties do not attend, the SMC may arrive at such determination as it considers appropriate, or may postpone the date of the meeting.

The SMC shall consider all the material put before it and allow the parties to make oral representations during the meeting.

The SMC shall then deliver a decision on the appeal.

The SMC may make either of the following determinations:

- confirm, vary, or reverse the decision of the SMC at first instance;

- impose any sanction that may have been imposed, but was not imposed by the SMC at first instance.

The SMC may publish the details of the appeals decision on the website of the EPC. Any decisions of the SMC at first instance that are published on the website of the EPC, if varied or reversed at appeal, shall be amended accordingly on the EPC website.

A party to an appeal may withdraw from the appeal at any time by giving notice to the SMC. The appeal shall be closed with immediate effect and the SMC may make such determination in respect of the subject matter of the appeal and in respects of the allocation of costs for the appeal as may be appropriate.

#### **2.5.6 Costs**

An upfront, non-refundable administrative fee outlined in Appendix 3 of the SMIRs on the SMC cost recovery mechanism will be payable to the EPC upon lodging the appeal, by the party filing the appeal in question, to cover basic administrative costs. This fee will be recoverable from the losing party, as appropriate. Appendix 3 of the SMIRs listing this fee will be reviewed and adjusted in line with any actual costs incurred in the first year plus a reasonable amount for anticipated increases in costs in the year in question and will be adjusted accordingly in subsequent years.

The EPC will ensure that any fee set under this section is quantified so as to be consistent with the costs incurred by the EPC and the EPC's status as a non-profit organisation under Belgian law. In addition, any relevant non-administrative costs incurred by the SMC during the course of the proceedings will be recovered from the losing party.

Where the appeal is withdrawn by the appeal filing party before a formal SMC decision on the appeal has been formulated, the SMC's costs incurred to handle the appeal proceedings up to that point in time will be recovered from the appeal filing party.

Where there is a sole party to the appeal, the SMC shall have the power to require that party to bear the SMC's costs in respect of the appeal, if that party were found to be in breach of the Rulebook(s).

#### **2.5.7 Further Steps**

Following the determination of the SMC, if a party to the appeal does not consider the issue to have been correctly resolved, it shall be open to that party to attempt to resolve the matter through such means as it considers appropriate, including litigation in a competent court in Belgium. As the EPC shall always be a defendant in such proceedings, the courts of Belgium shall have exclusive jurisdiction in respect of proceedings brought in accordance with this section. Such a party may challenge the decision before the courts of Brussels, but only on the grounds of a serious breach by the SMC of these Internal Rules or of a breach of mandatory rules of law, or on the grounds that the decision, when subject to a *prima facie* review (*examen marginal / marginale toetsing*) by the court, appears manifestly incorrect.

### **3 DEVELOPMENT AND EVOLUTION**

#### **3.1 Change Management Processes**

##### **3.1.1 Change Management - Guiding Principles**

It is a key objective of the EPC that the Schemes are able to develop with an evolving payment services market. To meet the demands of Participants, end-users and banking communities, the Schemes shall be subject to a change management process that is structured, transparent and open, governed by the rules of the development and evolution function of SEPA Scheme Management.

The key principles underpinning change management are the following:

- **Innovation** - the Schemes shall be open to innovative proposals to improve delivery of the Schemes with a view to ensuring that the Schemes are competitive, efficient and able to benefit from the latest developments in payments technology. Innovation shall provide the basis for the conception, design and implementation of new schemes for SEPA going forward.
- **Transparency** - the change management process shall be transparent and open so that changes implemented into the Schemes are carefully considered and scrutinised. Establishing open channels for Scheme Participants, users and suppliers to propose changes is a key aim of change management.
- **Cost-benefit analysis** - proposals for change shall be supported by careful analysis weighing up its costs and benefits to ensure that changes implemented into the Schemes are viable for all concerned.
- **Development of SEPA** - the Schemes are seen as an important platform for Scheme Participants to develop SEPA-enabled products and services that allow both end-users and Participants to take advantage of the development and investment in SEPA.

##### **3.1.2 Change Management - Terminology**

The change management process shall involve ideas for changes being formulated as follows:

**Submission of Suggestion** - A Suggestion denotes any idea for making a change to the Schemes. A Suggestion may be devised by any person and then submitted to the SPS WG in accordance with the procedures set out in these Internal Rules. An Initiator refers to a person that submits a Suggestion in accordance with these Internal Rules;

**Preparation of Change Request** - A Change Request is formulated by the SPS WG. A Change Request is prepared if a Suggestion is accepted into the change management process, as set out in these Internal Rules. A Change Request involves detailed analysis into the change set out in the Suggestion and can include cost-benefit analysis and market research. Where the change proposes to modify the Rulebooks and any related documentation, a Change Request shall include a mark-up of the Rulebooks and any related documentation to show the amendments required to be made to the Rulebooks and related documentation as a result of implementing the change; and

Preparation of Change Proposal - A Change Proposal is prepared after consultation on the Change Request, as set out in detail in these Internal Rules. A Change Proposal sets out a detailed framework for making a change to the Schemes, taking into consideration comments made during consultation. Where the change proposes to modify the Rulebooks and any related documentation, the Change Proposal shall include a mark-up of the Rulebooks and any related documentation to show the amendments required to be made to the Rulebooks and any related documentation as a result of the change proposed. The Change Proposal is accompanied by a Change Proposal Submission Document. The Change Proposal Submission Document certifies that each stage of the change management process has been completed.

### **3.1.3 Role of EPC Plenary and Working and Support Groups**

The development and evolution function of SEPA Scheme Management shall be performed mainly by the EPC Plenary and the SEPA Payment Schemes Working Group ("**SPS WG**").

The EPC Plenary shall implement changes, taking into account the overall strategy and policy goals of SEPA and the EPC, identifying key needs and finding appropriate solutions.

The EPC Plenary shall be supported by the SPS WG. The SPS WG is the co-ordination and administration body for change management whose role involves liaising with Initiators, accepting Suggestions, formulating Change Requests and guiding these through the change management process. The SPS WG shall operate in accordance with its terms of reference.

### **3.1.4 Sending a Suggestion to the Secretariat**

A Suggestion is an idea for making any change to the Schemes. A Suggestion may be devised by any person and is to be submitted to the Secretariat in accordance with the rules set out in this section. Suggestions can then be sent to the SPS WG for consideration.

The SPS WG, supported by the Secretariat, shall look to receive Suggestions from the following sources:

- Scheme Participants (or representatives)
- end-users (or representatives )
- suppliers (or representatives)

The Secretariat may also accept Suggestions made by bodies within the EPC, such as the SMC, that have insight into the operation of the Schemes and ideas about enhancing the delivery of SEPA services to Participants and users. Such Suggestions may also be sent directly to the SPS WG.

#### *Scheme Participants*

Scheme Participants must submit a Suggestion to their relevant banking community. The Suggestion should be submitted in a format that can be understood by the banking community.

Upon receiving a Suggestion, the banking community shall carry out a preliminary evaluation of the Suggestion to determine whether the Suggestion is appropriate for the change management process. The banking community may conduct an initial consultation of its members on the Suggestion at this stage. In the course of carrying out its evaluation, the banking community may consult with the SPS WG at any time on any aspect of the evaluation process.

If the banking community determines that the Suggestion is likely to be appropriate for the change management process, it shall submit this Suggestion to the Secretariat for the attention of the SPS WG. The SPS WG shall then analyse the Suggestion further in accordance with these Internal Rules. The banking community shall notify the relevant Participant of the outcome of its evaluation as soon as it is reasonably possible to do so.

A banking community that wishes to submit its own Suggestion may do so directly to the Secretariat at any time and the Secretariat shall send this Suggestion to the SPS WG.

#### *End-users and suppliers*

End-users and suppliers may send Suggestions to the EPC, or to a relevant stakeholder forum at a national or SEPA level.

If a Suggestion is sent to the EPC, the EPC shall send the Suggestion to an appropriate stakeholder forum in a timely manner after receiving the Suggestion.

Where a stakeholder forum receives a Suggestion either from such an Initiator or from the EPC, it shall discuss this Suggestion with a view to determining whether the Suggestion is appropriate for the change management process and whether there is substantial consensus in support of the Suggestion within the relevant stakeholder forum. In the course of this process, a stakeholder forum may send the Suggestion to a relevant banking community for discussion and for possible consultation nationally or at the European level. In the course of conducting its discussions, the stakeholder forum may consult with the SPS WG at any time.

If the forum determines that the Suggestion is suitable for the change management process and if there is substantial consensus in support of the Suggestion, it shall submit the Suggestion to the Secretariat. The SPS WG shall then analyse the Suggestion further in accordance with these Internal Rules. The stakeholder forum shall notify the Initiator of the outcome of its discussions as soon as it is reasonably possible to do so.

A stakeholder forum that wishes to submit its own Suggestion may do so at any time directly to the Secretariat, provided always that such a Suggestion is supported by substantial consensus within the forum.

### **3.1.5 Acknowledgement of Receipt of Suggestion**

The Secretariat shall acknowledge receipt of the Suggestion to the Initiator within 21 Calendar Days of receiving the Suggestion.

An acknowledgement of receipt does not imply that a Suggestion has been accepted but only that the Suggestion has been received for consideration by the SPS WG.

### **3.1.6 Consideration of a Suggestion**

The SPS WG shall be responsible for deciding (a) whether the change should be accepted into the change management process or rejected and (b) whether the change proposed by the Suggestion is a Minor Change or a Major Change.

In respect of (a), the SPS WG will only accept Suggestions into the change management process that propose ideas that fall within the scope of the Schemes. As part of this analysis, the SPS WG shall consider the change proposed by a Suggestion in accordance with the following broad criteria:

- the change presents a case for wide SEPA market-acceptance;
- the change is underpinned by cost-benefit analysis;
- the change is aligned with the strategic objectives of the EPC;



- the change is feasible to implement; and
- the change must not impede SEPA-wide interoperability of the Schemes.

Suggestions that are not within the scope of the Schemes, or ones that fail to meet these criteria will generally not be accepted into the change management process.

In respect of (b), the SPS WG shall decide whether a Suggestion proposes a change can be defined as a Minor Change or a Major Change.

A Minor Change is a change of an uncontroversial and usually technical nature that facilitates the comprehension and use of the Rulebooks. Clarifications of existing rules shall not be deemed to affect the substance of the Rulebooks or the Schemes and will therefore be a Minor Change. Examples of such changes include corrections of spelling mistakes, grammatical corrections, or minor adjustments to technical standards in the Rulebooks to take account of upgrades. If a change is classified as a Minor Change, it can be approved through a simplified procedure, as set out below in these Internal Rules.

A Major Change by contrast is a change that affects or proposes to alter the substance of the Rulebooks and the Schemes. Examples of such changes include the addition or development of new technical standards, proposals for new services to be offered in the Schemes, changes affecting policy, or the innovation of new SEPA schemes. Any change to chapters 5 and 6 of the Rulebooks shall always be a Major Change. Changes that are classified as Major Changes are approved through detailed consultation with relevant SEPA groups, as set out in these Internal Rules.

### **3.1.7 Acknowledgement of Acceptance or Rejection of Suggestion to Initiator**

After considering the Suggestion, the SPS WG shall decide whether or not to formulate a Change Request on the basis of the Suggestion made and whether the Suggestion should be accepted into the change management process.

After arriving at its determination, the SPS WG shall notify the Initiator of its decision in a timely manner. The SPS WG may notify an Initiator either directly or indirectly using the EPC website.

All Suggestions, irrespective of whether they have been accepted into the change management process shall be published on the EPC website, with a view to permitting such a list to be openly viewed by all groups.

## **3.2 Process for Submitting Major Scheme and Rulebook Changes**

### **3.2.1 Preparation and Development of Change Request by SPS WG**

Once a Suggestion has been accepted and the change proposed by the Suggestion classified as a Major Change by the SPS WG, the SPS WG is responsible for carrying out detailed work to prepare and develop a Change Request on the basis of the Suggestion made.

The SPS WG shall conduct research and carry out a cost-benefit analysis on the Suggestion, in accordance with Appendix 2 of these Internal Rules. This work will involve developing a business case for making a Change Request and eventually a Change Proposal. The analysis of the SPS WG should also show how the Suggestion meets the criteria set out in section 3.1.6 of these Internal Rules.

The SPS WG will determine whether any Suggestion which includes a request for expedited implementation in accordance with section 3.2.8 of these Internal Rules on grounds that the proposed change constitutes a non-operational change does indeed qualify as such. If the SPS WG is satisfied that a Suggestion would have no operational impact on Participants and that it is suitable for the fast track process, the SPS WG will make a recommendation to the EPC Plenary that the Suggestion is implemented as a non-operational change in accordance with section 3.2.8.

Where the change proposes to modify the Rulebooks and any related documentation, a Change Request shall also show the likely amendments to be made to the Rulebooks and related documentation as a result of implementing the change proposed in the Suggestion.

The SPS WG shall make all reasonable efforts to develop the Change Request in a timely manner. The SPS WG shall publish a regular update on the EPC website to indicate the stage of development of the Change Request.

Suggestions for change pertaining to the Internal Rules shall generally be submitted to the Scheme Management Committee and/or the Legal Support Group for a first assessment unless the suggestion was initiated by one of these bodies. The decision not to integrate a suggestion for change to the Internal Rules into the change request to be submitted for public consultation must be endorsed by the Coordination Committee.

### **3.2.2 Dialogue with the Initiator**

In the course of developing the Change Request, the SPS WG shall consult with the Initiator, so that, as far as reasonably feasible, the Change Request is in line with the Suggestion submitted by the Initiator.

### **3.2.3 Consultation on Change Request**

Once the SPS WG has developed a Change Request, the SPS WG shall begin the process of consulting Participants, end users and service suppliers on the Change Request.

#### *Scheme Participants*

The SPS WG shall consult Scheme Participants, through all banking communities, on the Change Request. Banking communities will be asked to consult all of their members who are part of the Schemes with a view to ensuring that the views of the payment services constituency are considered in the consultation process.

Banking communities shall ask their Scheme Participants to approve the Change Request, or alternatively, indicate their disapproval. A banking community shall notify the SPS WG of the outcome of such a consultation with its members. A Change Request shall be deemed to be approved by SEPA Participants if the Change Request is supported by those Scheme Participants who carry out at least 2/3rds of the volume of SEPA payment transactions in SEPA as a whole. For this purpose, a SEPA payment transaction is defined as a transaction under one or both Schemes, or under such other scheme as the EPC may devise from time to time. The EPC and the SPS WG shall not be obliged to verify the correctness of any notification made by the banking community or any evaluative methods used by the banking community in the consultation process. In addition to either approving or rejecting the Change Request, Scheme Participants, through their banking community may provide comments on the Change Request to the SPS WG.

The SPS WG shall aim to conclude consultations within 90 Calendar Days of first calling for consultation. However, in cases where the Change Request requires further consideration or clarification, the SPS WG shall be free to extend any deadline for completing the consultation to ensure that Scheme Participants have an opportunity to provide their contributions.



### *End-user and suppliers*

End-users and suppliers will be invited to contribute to the consultation through stakeholder forums organised at the European level and at the level of the national community. In addition to consultation with national banking communities, the SPS WG may also consult other SEPA banking communities. The composition of stakeholder forums for end-users and suppliers, and their role in the change management process, is set out in greater detail below.

Stakeholder forums shall be requested to give their views on the Change Request to the SPS WG.

#### **3.2.4 Feedback from National Consultation**

The SPS WG shall collect and analyse the comments received from both Participants and end-users and suppliers. The SPS WG shall prepare a feedback report on the consultation and make this report available on the EPC website to all groups. The SPS WG shall additionally give feedback on the consultation to the Initiator.

A Change Request that is not approved by Scheme Participants during the consultation process shall generally not be taken forward by the SPS WG. However, notwithstanding this general position, the SPS WG may, after due and proper consideration, raise issues arising from the national consultation for discussion at the EPC Plenary in accordance with the EPC Charter.

#### **3.2.5 Preparation of Change Proposal and the Change Proposal Submission Document**

If the SPS WG decides to proceed with the change following consultation, the SPS WG shall prepare a Change Proposal, taking into account comments received during the national consultation. The Change Proposal shall set out details of the change proposed and the likely costs and benefits involved in implementing the change. The Change Proposal shall detail non-confidential comments received from the different banking communities of Scheme Participants and from end-users and suppliers in the stakeholder forums. Where the change proposes to modify the Rulebooks and any related documentation, the Change Proposal shall include a mark-up of the Rulebooks and related documentation to show the amendments to be made to the Rulebooks and related documentation as a result of implementing the change.

A Change Proposal may bring together more than one change, as developed from one or more Suggestions.

The SPS WG shall complete a Change Proposal Submission Document for submission to the EPC Plenary alongside the Change Proposal. The Change Proposal Submission Document shall certify that each stage of the change management process, from initiation to consultation, has been properly completed in respect of the change proposed.

#### **3.2.6 Submission of Change Proposal to the EPC Plenary**

Following its consideration by the Co-ordination Committee in accordance with the EPC Charter, the Change Proposal and the Change Proposal Submission Document shall be submitted to the EPC Plenary for determination. The EPC Plenary shall determine whether or not to accept the Change Proposal by resolution.

#### **3.2.7 Publication**

A Change Proposal that has been considered at the EPC Plenary shall be published on the EPC website together with the Change Proposal Submission Document and the decision of the EPC Plenary. The SPS WG shall use reasonable efforts to publish all Change Proposals, irrespective of whether the change has been accepted or rejected at the EPC Plenary, as soon as reasonably practicable after the relevant meeting of EPC Plenary.

### 3.2.8 Change Release Process and Cycle

In order to ensure that the Schemes are not disrupted by the rapid implementation of numerous Change Proposals in a short space of time, it shall not be possible for the EPC Plenary to approve more than 1 Change Proposal in any year, except in exceptional circumstances. The EPC Plenary may only approve a further Change Proposal(s) in exceptional circumstances, for example, where the failure to implement a Change Proposal may result in disruption to the Schemes or to users of the Schemes. In implementing the changes set out in a Change Proposal, the EPC Plenary shall take into account current, mandated changes in the payments industry.

Subject to the following paragraph and section 3.2.9, except in exceptional circumstances, the EPC may only implement a Change Proposal, as approved by the EPC Plenary, 6 months after the date on which the Change Proposal is published on the EPC website in accordance with section 3.2.7. In respect of complex changes, the EPC may specify a longer period of notice before implementing a Change Proposal. The EPC may implement a Change Proposal on shorter notice where the change proposed is necessary to ensure the efficient operation of the Schemes or if the change proposed pertains to section 2 of these Internal Rules. Changes proposed to section 2 of these Internal Rules shall take effect on a date to be determined by the Plenary but not earlier than 30 days after EPC Plenary approval.

A change which has been designated by the SPS WG as a non-operational change suitable for fast track implementation under section 3.2.1 of these Internal Rules may be implemented at a date earlier than 6 months after the date on which the Change Proposal is published on the EPC website. Such date will be determined by the EPC Plenary on a case by case basis following consideration of a recommendation from the SPS WG.

### 3.2.9 Change for Regulatory Reasons<sup>5</sup>

The creation of or amendments to relevant rules and regulations (including the technical requirements set out in the Annex to the SEPA Regulation as amended by the European Commission from time to time) might necessitate the urgent alignment of the Schemes with such rules and regulations.

In such case the SPS WG, in close collaboration with the LSG, will prepare a Regulatory Change Proposal. This will be done as soon as reasonably possible, in light of the date on which the new or amended rules and regulations will enter into force. The SPS WG shall complete a Regulatory Change Proposal Submission Document for submission to the EPC Plenary alongside the Regulatory Change Proposal. The Regulatory Change Proposal Submission Document shall specify that the change proposed relates to a mandatory rule of law, and the reasons why the regular change management process could not be followed.

Following its consideration by the Co-ordination Committee in accordance with the EPC Charter, the Regulatory Change Proposal and the Regulatory Change Proposal Submission Document shall be submitted to the EPC Plenary for determination. The EPC Plenary shall determine whether or not to accept the Regulatory Change Proposal by resolution.

A Regulatory Change Proposal that has been considered at the EPC Plenary shall be published on the EPC website together with the Regulatory Change Proposal Submission Document and the decision of the EPC Plenary, as soon as reasonably practicable after the relevant meeting of the EPC Plenary.

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<sup>5</sup> This section will enter into force on 17 November 2013

The EPC may implement a Regulatory Change Proposal, as approved by the EPC Plenary, at the earliest from the business day following the date on which the Regulatory Change Proposal is published on the EPC website in accordance with this section 3.2.9. Such date will be determined by the EPC Plenary on a case by case basis following consideration of a recommendation from the SPS WG.

### **3.3 Process for Submitting Minor Rulebook Changes**

#### **3.3.1 Preparation of List of Minor Changes**

The SPS WG shall prepare a List of Minor Changes not more than twice each year. This List shall take into account Suggestions received by the SPS WG as well as any Minor Changes that the SPS WG considers are required for the Rulebooks.

#### **3.3.2 Publication of List of Minor Changes**

The SPS WG shall publish the List of Minor Changes on the EPC website and ensure that the List may be viewed by all groups.

Any person may submit comments on the List of Minor Changes through the EPC website to the SPS WG. The SPS WG shall permit comments to be sent to it for a period of 90 Calendar Days starting from the date of the publication of the List of Minor Changes on the EPC website. However, the SPS WG shall be free to extend this period, if appropriate.

#### **3.3.3 Re-classification of a Minor Change**

In the event that the SPS WG receives extensive comments on the List of Minor Comments, where some items on the List are identified by contributors as potentially Major Changes, the SPS WG may remove the item from the List and consider re-classifying this item.

The SPS WG may consult with relevant contributors and relevant groups on the status of the item with a view to determining whether a change is a Minor or a Major Change. Following such a consideration, the change may be re-classified as a Major Change and fall to be approved through the approval process for Major Changes, as set out in these Internal Rules.

#### **3.3.4 Submission of List of Minor Changes to the EPC Plenary**

The List of Minor Changes shall be submitted to the EPC Plenary for determination. The EPC Plenary shall determine whether or not to accept the changes proposed in the List of Minor Changes by resolution.

#### **3.3.5 Publication**

A List of Minor Changes that has been considered at the EPC Plenary shall be published on the EPC website together with the decision of the EPC Plenary on the items listed. The SPS WG shall use reasonable efforts to publish the List of Minor Changes, irrespective of whether the changes proposed have been approved or rejected at the EPC Plenary, as soon as it is reasonably practicable to do so after the relevant meeting of the EPC Plenary.

### 3.3.6 Change Release Process and Cycle

In order to ensure that the Schemes are not disrupted by the rapid implementation of numerous changes in a short space of time, it shall not be possible for the EPC Plenary to approve more than 2 Lists of Minor Changes in any year, except in exceptional circumstances. The EPC Plenary may only approve a further List exceeding this limit in exceptional circumstances, for example, where the failure to implement a change may result in severe disruption to the Schemes or to users of the Schemes.

Except in exceptional circumstances, the EPC may only implement the changes set out in the List of Minor Changes 6 months after the date on which the List is published on the EPC website in accordance with section 3.3.5. The EPC may implement one or more of the changes set out in the List on shorter notice where the change(s) proposed is necessary to ensure the efficient operation of one or both of the Schemes.

A change or changes to the Internal Rules shall not be counted as a List of Minor Changes.

## 3.4 Stakeholder Forums at European and National Levels

The SPS WG shall consult stakeholder forums on a Change Request during the change management process. It is envisaged that end-users and suppliers shall have an opportunity to present their views through stakeholder forums. The change management process shall aim to capture a range of stakeholder opinions in SEPA by ensuring that stakeholder forums at the national level are represented alongside those at the European level.

### *Stakeholder Forums - National Levels*

The SPS WG shall invite locally established stakeholder forums in SEPA jurisdictions to provide comments on a Change Request. Consultation at the national level shall take place through banking communities who shall be responsible for collecting and presenting views from established stakeholder forums in their jurisdiction. Banking communities shall consult stakeholder forums from a broad cross-section of interests, so that consumers, small and medium sized businesses, large users of payments services and suppliers are given an opportunity to contribute to the discussion. Banking communities shall be required to demonstrate to the SPS WG that they have made reasonable efforts to consult established stakeholder forums representing these interest groups in their jurisdictions. Banking communities should consult stakeholder groups that are properly established and with a track record in commenting on issues in the payments services industry.

If a national stakeholder forum that wishes to be consulted by its banking community is not so consulted, it may provide its comments directly to the SPS WG. However, it is envisaged that banking communities shall consult broadly, ensuring that appropriate and relevant stakeholder forums in their jurisdictions are given an opportunity to consider and comment on the Change Request.

After carrying out the consultation, banking communities shall prepare a report for the SPS WG in an appropriate format, setting out the views of stakeholders in their community.

The SPS WG may publish stakeholder consultation reports received from communities in different SEPA jurisdictions on the EPC website during the consultation and feedback process.

### *Stakeholder forums - European Level*

In addition to consulting Scheme Participants, the EPC shall facilitate the establishment of a stakeholder forum for various types of payments services users and technology providers in SEPA.

In respect of the stakeholder forum for users, it is envisaged that the stakeholder forum shall represent a wide cross-section of interest groups at the European level, including consumers, large users and small and medium sized enterprises. This stakeholder forum shall operate in accordance with a code of conduct and terms of reference concluded with the EPC. However, it shall be an independent body, with the power to structure its meetings, discussions and decision-making procedure in a manner that it considers appropriate.

The EPC shall request properly established, payments services stakeholder groups at the European level to nominate a representative(s) to this stakeholder forum. The representative(s) nominated by such groups shall form this stakeholder forum. It is open for organisations nominating a representative to withdraw a member from this forum at any stage and replace this member with another representative. However, to encourage continuity in the work of the forum, the forum should aim, as far as reasonably possible to have a stable and committed membership. Stakeholder groups at the European level that wish to have a role in nominating a representative but who have not been invited to submit a nomination, may request the Co-ordination Committee for permission to submit a nominee. The Co-ordination Committee, as advised by the NGC, shall have complete discretion in deciding whether a stakeholder group at the European level is sufficiently established to qualify as a nominating stakeholder group.

A member of a stakeholder forum at the national level that is consulted by its banking community as part of national consultations may also be a member of this stakeholder forum at a European level.

#### **3.4.1 Obligations of Stakeholder Forums**

Stakeholder forums at both the European and the national level shall be expected to conduct their affairs in accordance with the following obligations:

- stakeholder forums shall act in the best interests of the Schemes, with a view to always furthering the objectives of SEPA;
- stakeholder forums shall act with diligence and skill, ensuring that Change Requests are carefully considered and discussed;
- representatives of the stakeholder forums and the forum acting together shall ensure that they represent the interests of their constituents when acting in the stakeholder forums;
- stakeholder forums shall establish good management procedures, keeping records of all meetings held and keeping records of documentation considered at forum meetings;
- stakeholder forums shall observe principles of good governance, openness and transparency, ensuring that all interests groups are fairly represented in any governance arrangement established within a stakeholder forum; and
- stakeholder forums shall conduct their affairs with the highest level of integrity and professionalism.

## 4 APPENDIX 1 - COST-BENEFIT ANALYSIS

### 4.1.1 Cost Benefit Analysis ("CBA") - Introduction

CBA is a powerful evaluative tool, used widely in industry and in the public sector to evaluate the costs and benefits involved in making an investment. CBAs provide a monetary evaluation of the impact of a potential investment together with a practical assessment of its benefit for the investor, consumer, industry and society as a whole. CBAs therefore help all parties concerned in determining whether the costs of an investment are worth the benefits that are likely to be garnered from it.

While a CBA gives a good indication of the costs and benefits involved in monetary terms, it forms one component of a broader analysis into the decision of whether an investment is necessary or desired. While the importance of establishing the "business case" is self-evident, the CBA permits the business case to be given due weight while allowing parties to consider the change holistically, taking into account stakeholder opinions on factors that may more difficult to quantify.

CBAs are conducted on the basis of key ground rules:

- a CBA should take into account all important costs and benefits; and
- a CBA should take full account of the risks and uncertainties involved in a project (technical failures, market disruptions etc.)

### 4.1.2 CBA - Analytical Parameters

Not every Change Request may require a CBA to be performed, for example in cases where the benefit of the innovation is overwhelming and self-evident.

However, where the Change Request requires the CBA to be performed, SPS WG shall be responsible for carrying out, or requesting a third party to carry out, a CBA to evaluate the CBA business case for the proposed change. The SPS WG may also take into consideration CBA received from third parties.

A CBA shall be responsible for showing the following:

- the costs and benefits for industry, including Scheme Participants and suppliers of payments technology and infrastructure; and
- the costs and benefits for consumers and for SEPA as a whole, showing where the costs may be distributed across the different areas of the SEPA payments society.

#### *Costs and Benefits for Industry*

A CBA should clearly show all the monetary costs involved in a Change Request, so that capital as well as operational costs are reflected in this analysis.

The benefits for industry shall be determined mainly by the value added to the service already provided to customers for the new services, or by the value-added to the service already provided to customers. Accordingly, the CBA shall include information on the likely customer uptake of the Change Request by including results of any surveys, research or projections.



### *Benefits for Customers and SEPA*

The CBA shall consider the wide benefit accruing to customers and to society as a whole as part of any analysis.

The wider social benefits of a change may be seen in the benefits it holds for technological innovation, faster service delivery or financial stabilisation.

#### **4.1.3 CBA - Results**

The Change Request shall take into account the results of the CBA for Participants, users and suppliers together with the level of net monetary return expected from the change.

In addition, the Change Request shall set out the costs for upgrading technology and infrastructure to deal with the change together with an analysis of the general risks that may impact on the implementation of the new changes.

If a CBA shows that the benefits do not justify the costs involved, it is expected that this will lead to the rejection of the Change Request by relevant groups and by the EPC Plenary.

In some cases, where the CBA shows that the change would be positive for consumers but costly for industry, this analysis is likely to inform the debate at the level of users, suppliers and the EPC Plenary. Such a debate may focus on the funding arrangements necessary for re-distributing the costs involved, given that Scheme Participants and EPC Plenary members are not obliged to fund measures that are not in their overall financial interest. In such cases, the EPC Plenary shall exercise its discretion in determining the feasibility of changes, taking into account the views expressed in the consultation process.

## **5 APPENDIX 2 - CONFLICTS OF INTEREST**

### **5.1 Rules for Managing Conflicts of Interest**

#### **5.1.1 General Principles**

A member of the SMC may be faced with a situation where the duties owed by him or her under these Internal Rules conflict in some way with another interest, duty or consideration of the member.

A member of the SMC must be extremely alert to such conflicts of interest, or potential conflicts of interest arising in the course of his or her engagement with the SMC.

In order to ensure that the Schemes are administered in accordance with the highest standards of fairness and transparency, a member of the SMC must monitor any conflicts of interest arising or potentially arising in the course of his or her office.

On appointment, a member of the SMC must supply the NGC with a written list of issues that create or that may create a conflict of interest for a member in the course of his or her office. Such a list must constantly be updated in the course of a member's appointment to the SMC.

Members of the SMC shall monitor conflicts of interest arising in respect of any of the other members of the SMC on a continuing basis. A member of the SMC shall be expected to declare any actual or potential conflicts of interests at the start of any meeting involving the SMC. A note of such a declaration must be retained in accordance with section 6.1.2 below.

Any member of either the SMC may inform an appropriate person like the Chair of that body that he or she feels that a member of the body or the body as a whole is subject to a conflict of interest, or that a conflict of interest might reasonably be expected to arise. In such cases, the Chair shall act in an appropriate manner to ensure that the conflict of interest is managed effectively and transparently. Where the Chair is subject to a conflict of interest, he or she may nominate another person within the SMC to manage the conflict on his or her behalf. Where all the members of a body are subject to a conflict of interest, the body must request the NGC to take appropriate action.

Examples of conflicts of interest include situations where a member of the SMC finds him or herself in a position to adjudicate against a competitor of his or her employer, or where such a member may stand to gain in some way from a particular outcome of proceedings before either the SMC.

Where a conflict exists or where one might reasonably be expected to arise, the member must declare the conflict and the Chair, acting together with other members of either of the SMC shall decide whether a conflict does indeed exist and how such a conflict should be managed. Where a conflict of interest is deemed to exist or where one might reasonably be expected to arise, the Chair, acting together with the other members of the SMC, must determine whether the affected member should refrain from voting on the relevant issue before him or her.

#### **5.1.2 Record Keeping**

Members of the SMC shall keep a record of each case where a conflict of interest has arisen or where one has been likely to arise, together with the action taken by the relevant member or body to manage the conflict.

Members of the SMC should also record cases where a conflict of interest was suspected but where, after analysis, such a conflict was deemed not to have arisen.

Such records shall be open to inspection by the EPC and to such other persons as the SMC may consider appropriate.



## **6 APPENDIX 3 - SMC COST RECOVERY MECHANISM**

### **6.1 Main cost types in a dispute resolution procedure**

Three types of costs are identified:

- Administrative costs, incurred by the EPC for administering and monitoring the relevant proceedings (including all disbursements in connection with a particular case, for example, postage, international courier services, telephone, faxes, copies, etc);
- Experts' and SMC legal fees and expenses, incurred by the EPC including costs for their travel, lodging and clerical assistance; and
- Litigation or dispute resolution costs incurred by the parties in question, including fees and expenses of any lawyers engaged, as well as amounts incurred on the presentation and preparation of the case

### **6.2 Rationale for SMC cost recovery mechanism**

The rationale for the SMC cost recovery mechanism centres on a non-refundable administrative fee. This centres on the position that the individual participants benefiting from the SMC's complaints appeals and conciliation activities should be responsible for the costs arising from them (in whole or in part). In addition, given the EPC's core activity is to develop and design payment schemes and frameworks to realise SEPA, it would be unfair for the EPC membership to subsidise the SMC conciliation, complaint and appeal proceedings.

Moreover, there are some initial administrative and handling costs involved in the various stages of the conciliation, complaint and appeal activity. These should be recoverable from the Scheme Participants either requesting or affected by the conciliation, complaint and appeal proceedings.

It is therefore appropriate for the filing Scheme Participant to pay to the EPC a flat fee to cover these costs as an 'upfront fee' for such activities. Such a fee is recoverable from the other Scheme Participant involved in the action if the Scheme Participant initiating the procedure is successful at the end of the proceedings.

In addition, any relevant non-administrative SMC costs incurred during the course of the proceedings shall be recovered from the losing party.

### **6.3 Level of the non-refundable administrative fee**

As a non-profit organisation, the EPC ensures that there is no material 'profit' mark up resulting in a material gain for the EPC when setting the non-refundable administrative fee.

The upfront fee payable to the EPC per single conciliation, complaint and appeal case by the concerned Scheme Participant initiating the proceeding is estimated to be as at [9 February 2012]:

- Conciliation: 2.000 EUR

- Complaint: 2.000 EUR
- Appeal: 3.000 EUR

The level of these fees will be reviewed as a minimum once per annum by the EPC Plenary and will be adjusted in line with any actual costs incurred in the previous year(s) plus anticipated increases in costs and/or proceeding cases in the subsequent year.

## 7 TERMS DEFINED IN THE INTERNAL RULES

Definitions taken from other documents are acknowledged. Terms defined elsewhere in this document are not repeated here, but only referenced.

Term	Definition
<b>Additional Optional Services</b>	Complementary features and services based on the Schemes, as described in more detail in the Rulebooks.
<b>Adherence Agreement</b>	The agreement to be completed as part of the process by which an entity applies to become a Participant. The agreement is found at Annex 1 of the Rulebooks.
<b>Admission Date</b>	A date specified for admission to one or both of the Schemes for a group of successful applicants.
<b>Affected Participant</b>	A Participant that is subject to proceedings before the SMC in accordance with section 2.4 of these Internal Rules.
<b>SMC</b>	The SMC of Scheme Management, as further detailed in these Internal Rules.
<b>Bank Identifier Code (BIC)</b>	An 8 or 11 character ISO code assigned by SWIFT and used to identify a financial institution in financial transactions (ISO 9362).
<b>BIC</b>	<i>See 'Bank Identifier Code'.</i>
<b>Business Day</b>	A day on which banks in the relevant jurisdiction are generally open for business with customers.
<b>Calendar Day</b>	A Calendar Day means any day of the year
<b>CBA</b>	Cost benefit analysis
<b>Chair</b>	Chair refers to the Chair of the SMC
<b>Initiator</b>	Any person making a Suggestion
<b>Change Proposal</b>	A detailed proposal setting out a proposal for change after consultation with relevant groups such as users and suppliers and detailed consideration of the Change Request. A Change Proposal can set out comments received from such groups together with a detailed analysis of the change and the costs and benefits of implementing a change. Where the change proposed in the Change Proposal modifies the Rulebooks or related documentation, a Change Proposal shall include a mark-up of the Rulebooks and related documentation to show the amendments required to be made to the Rulebooks and related documentation as a result of the change proposed.
<b>Change Proposal Submission Document</b>	A pro-forma document prepared by the SPS WG to certify that each stage of the change management process has been properly completed.

<b>Term</b>	<b>Definition</b>
<b>Change Request</b>	A Change Request is formulated by the SPS WG on the basis of Suggestions accepted into the change management process. A Change Request takes into account CBA, and other details in relation to the change proposed. Where the change proposed in the Change Request modifies the Rulebooks or related documentation, a Change Request shall include a mark-up of the Rulebooks and related documentation to show the amendments required to be made to the Rulebooks and related documentation as a result of the change proposed.
<b>CSMs</b>	Clearing and Settlement Mechanisms
<b>Commencement Date</b>	The date on which the EPC resolves to commence operation of the Scheme in accordance with section 5.1 of the Rulebooks.
<b>Customer Banking Business Day</b>	A Customer Banking Business Day is a day on which banks in the relevant jurisdiction are generally open for business with customers.
<b>EBA</b>	European Banking Association
<b>ECSA</b>	European Credit Sector Association
<b>EPC</b>	The European Payments Council
<b>EPC Charter</b>	The Charter of the European Payments Council dated 18 June 2004, as amended from time to time.
<b>EU</b>	The European Union
<b>Independent Member</b>	An Independent Member is a member who can display the highest standard of professional integrity and objectivity in relation to Scheme Management. An Independent Member should be a professional of good repute, with appropriate skills, who has a reasonable knowledge of the payments services sector but who is not employed or is otherwise affiliated with a Scheme Participant or its banking communities, service providers or a payment services user group or user association.
<b>Internal Rules</b>	These are the internal rules for Scheme Management set out in this document, as amended from time to time.
<b>List of Minor Changes</b>	As defined in section 3.3.1 of these Internal Rules
<b>Major Change</b>	As defined in section 3.1.6 of these Internal Rules
<b>Minor Change</b>	As defined in section 3.1.6 of these Internal Rules
<b>NASO</b>	National Adherence Support Organisation, as explained in section 2.2.4 of these Internal Rules.
<b>NGC</b>	Nominating and Governance Committee
<b>Participant</b>	A Participant is an entity that has adhered to one or both of the Schemes in any capacity.

Term	Definition
<b>Payment Services Directive</b>	The EU Directive on payment services in the internal market.
<b>Rapid Response Mechanism</b>	<b>The EPC intends to establish a Rapid Response Mechanism in conjunction with the Eurosystem and the European System of Central Banks and / or other national supervisory body in SEPA, to inform the EPC and ultimately Scheme Participants when a Scheme Participant has been prohibited from continuing operations..</b>
<b>Scheme</b>	Each of the SEPA Direct Debit Scheme and the SEPA Credit Transfer Scheme
<b>SMC</b>	Scheme Management Committee
<b>Secretariat</b>	The EPC Secretariat
<b>SEPA</b>	SEPA is the area where citizens, companies and other economic actors are able to make and receive payments in euro within Europe. SEPA comprises the countries listed in the official EPC list of SEPA countries as published by the EPC from time to time.
<b>SEPA Credit Transfer Scheme</b>	The SEPA Credit Transfer Scheme is the payments scheme for making credit transfers across SEPA, as set out in the SEPA Credit Transfer Scheme Rulebook.
<b>SEPA Credit Transfer Scheme Rulebook</b>	The Rulebook setting out rules and business standards for the SEPA Credit Transfer Scheme, as amended from time to time.
<b>SEPA Core Direct Debit Scheme Rulebook</b>	The Rulebook setting out rules and business standards for the SEPA Core Direct Debit Scheme, as amended from time to time.
<b>SEPA Business to Business Direct Debit Scheme Rulebook</b>	The Rulebook setting out rules and business standards for the SEPA Business to Business Direct Debit Scheme, as amended from time to time.
<b>SEPA Scheme</b>	A SEPA payment scheme is a common set of business rules, practices and standards for the provision and operation of a SEPA payment instrument agreed at an interbank level in a competitive environment.
<b>SEPA Scheme Management</b>	SEPA Scheme Management denotes the governance, development and compliance mechanisms in relation to a SEPA Scheme.
<b>SPS WG</b>	SEPA Payments Schemes Working Group
<b>Suggestion</b>	A Suggestion is an idea for change to the Schemes, proposed to the SPS WG.
<b>Unresolved Issue</b>	Any dispute in relation to one or both of the Rulebooks.

## **ANNEX V – Major differences between the SEPA Core Direct Debit Scheme and the SEPA B2B Direct Debit Scheme**

THIS ANNEX IS NOT A PART OF THE RULEBOOK AND IS INCLUDED IN THE  
RULEBOOK FOR INFORMATION PURPOSES ONLY

## Major differences between the SEPA Core Direct Debit Scheme and the SEPA B2B Direct Debit Scheme

This annex gives an overview of the major differences between the SEPA Core Direct Debit Scheme and the SEPA B2B Direct Debit Scheme. It does not reflect all the detailed differences in the rules between the two Rulebooks. This annex does not take precedence over the content of either of the Rulebooks.

Aspect	Core Scheme	B2B Scheme
<b>1. On the refund right of the Debtor</b>		
1.1 Refund right for an authorised Collection	The Debtor is entitled to obtain a refund of an authorised Collection by request to the Debtor Bank during a period of eight weeks after being debited.	The Debtor is <b>not</b> entitled to obtain a refund of an authorised Collection.
1.2 Refund right for an unauthorised Collection	The Debtor is entitled to obtain a refund of an unauthorised Collection by request to the Debtor Bank during a period of thirteen months after being debited.	The Debtor is entitled to obtain a refund of an Unauthorised Collection by request to the Debtor Bank during a period of thirteen months after being debited, when he considers that the Collection is not covered by a B2B Mandate.
1.3 The Debtor Bank may recover the refund paid to the Debtor from the Creditor Bank	The Debtor Bank is allowed to act as such.	The Debtor Bank is not allowed to recover the refund paid to the Debtor from the Creditor Bank
1.4 The Creditor Bank may recover the refund settled with the Debtor bank from the Creditor	The Creditor bank is allowed to act as such	Out of scope of the Scheme as the refund right of the Debtor only applies to the relation between the Debtor and the Debtor Bank.
<b>2. The time-line of the Collections</b>		
2.1 Refusal of a Collection	The Debtor may, before Settlement, initiate a Refusal, requesting the Debtor Bank not to pay a Collection. This Refusal may be handled prior to inter-bank settlement generating a Reject, or after Settlement generating a Return.	The Debtor may, before Settlement, initiate a Refusal, requesting the Debtor Bank not to pay a Collection. This Refusal must be handled prior to inter-bank settlement generating a Reject, or after Settlement, by preference on due date, generating a Return.

2.2 The latest date for the Debtor bank receiving the Collections	<p>A first or a one-off Collection must be received at the latest <b>five</b> Inter-Bank Business Days before Due Date and not earlier than 14 Calendar Days before Due Date.</p> <p>A subsequent Collection in a series of recurrent Collections must be received at the latest <b>two</b> Inter-Bank Business Days before Due Date and not earlier than 14 Calendar Days before Due Date.</p>	Any Collection must be received at the latest <b>one</b> Inter-Bank Business Day before Due Date and not earlier than 14 Calendar Days before Due Date.
2.3 The latest date for the Return of a Collection	The latest date for Settlement of the Return of a Collection is <b>five</b> Inter-Bank Business Days after the Settlement Date of the Collection.	The latest date for Settlement of the Return of a Collection is <b>two</b> Inter-Bank Business Days after the Settlement Date of the Collection.
<b>3. Checking by the Debtor Bank</b>		
3.1 Obligations to check	For each Collection presented, the Debtor Bank must debit the Debtor's account if the account status allows this. It may also choose to offer AOS to its Debtors, but it is not obliged to do so by the Scheme.	Due to the absence of the refund right and the potential large amounts involved, the Debtor Bank is obliged to obtain the confirmation from the Debtor on the B2B Mandate data received as part of the Collection presented, before debiting the Debtor's account.
3.2 Obligation to store instructions	The Debtor Bank may choose to offer AOS to its Debtors, but it is not obliged to do so by the Scheme.	In order to execute this checking, the Debtor Bank must store the Mandate data confirmed by the Debtor and the related instructions given by the Debtor, in order to use these data and the related instructions for the checking of each successive collection presented.
3.3 Need to inform the Debtor Bank on Mandate cancellations	No Scheme rule present	The cancellation of the Mandate is carried out between the Creditor and the Debtor. The Debtor Bank must include in the B2B conditions with its Business Customers the obligation for the Debtor to inform the Debtor Bank about the cancellation of a Mandate, so that the Debtor Bank can update its stored instructions for rejecting unauthorised collections.



<b>4. Access for Debtors to the Scheme</b>		
4.1 Payment Services Directive requirements	No Payment Services Directive issues as the Scheme provides a refund right for the Debtors	In order to have access to the Scheme, Business Customers in the role of a Debtor must be allowed by the applicable national law to opt out of the Refund right defined by law
4.2 Access for Debtors	The Scheme caters for both businesses and private individuals as potential users.	The Debtor should be a non-consumer and should be allowed by the applicable national law to opt out of the refund right defined by law.
<b>5. Standards used</b>		
5.1 XML standards	<p>All datasets and attributes are identical, except:</p> <ul style="list-style-type: none"> <li>• The Scheme identification code (=Core)</li> <li>• References in the Rulebook to refunds</li> </ul>	<p>All datasets and attributes are identical, except:</p> <ul style="list-style-type: none"> <li>• The Scheme identification code (=B2B)</li> <li>• Most of the References in the Rulebook to refunds are removed.</li> </ul>
5.2 References to descriptions of one of the following types: PR-XX, PT-XX, DS-XX and AT-XX.	The same element is identified with the same identification number as in the other Rulebook	The same element is identified with the same identification number as in the other Rulebook

## **ANNEX VI – INSTRUCTIONS FOR THE REFUND PROCEDURE FOR UNAUTHORISED TRANSACTIONS**

**Refunds** are claims by the Debtor for reimbursement of a direct debit under the terms agreed by Debtors with their Debtor Bank. If the disputed Collection is not supported by the Debtor's consent, the transaction is considered to be an Unauthorised Transaction. The process for the handling of such claims for Refund for Unauthorised Transactions is an inter-bank process involving staff intervention in both the Debtor Bank and the Creditor Bank. The related process-steps are described in the Rulebook from process-step PT-04.20 up to process-step PT-04.27 included.

This annex defines draft instructions for the Debtor Banks and for the Creditor Banks. Banks should make up their own instructions, but these should include the content described here.

## 1. Instructions for Debtor Banks

- a. This procedure only applies to claims for Refunds for an unauthorised transaction introduced later than eight weeks after the date on which the Debtor was debited. During the eight weeks, the Refund right of the Debtor always applies without the need for the Debtor to provide any reason to the Debtor Bank.
- b. The Debtor must provide his claim to the Debtor Bank to obtain the Refund of a Collection that was not authorised by him.
- c. The claim must be sent by the Debtor at the latest 13 months after the debit date of the disputed Collection.
- d. The Debtor Bank must examine the request received, and must accept or reject the request. When accepted, the Debtor Bank must forward the claim, without any supporting evidence, to the Creditor Bank, who must forward it to the Creditor.
- e. Four types of request can be distinguished:
  - A copy of the Mandate is requested by the Debtor Bank, the copy must be provided, except if the Creditor accepts the claim.
  - A copy of the Mandate is requested by the Debtor Bank, the copy must be provided, even if the Creditor accepts the claim.
  - No copy of the Mandate is requested by the Debtor Bank as according to the Debtor, the Mandate has already been cancelled by the Debtor.
  - No copy of the Mandate is requested by the Debtor Bank as the Mandate should have been cancelled by the Creditor due to 36 months of inactivity after the latest collection presented

These types are identified by a refund type code part of the request data.

- f. The following technical channels are accepted by the Scheme for sending the request to the Creditor Bank :
  - The suitable SWIFT message. This is the default option.
  - An email with template
  - A fax transmission with template
  - Any other means agreed between both parties, the Debtor bank and the Creditor Bank

The Debtor Bank should use one of the channels indicated by the Creditor Bank in the in Reference and Routing Directories provided by CSMs or other providers of such routing information.

This request should be sent to the Creditor Bank within 4 Banking Business Days starting from the day of receipt of the request by the Debtor Bank.

- g. After having received the response on the request for Refund from the Creditor Bank, the Debtor Bank must accept or reject the Refund claim made by the Debtor.
- h. The Debtor Bank can accept the claim in three situations:
  - when the Creditor declares in the response to accept the claim (answer type codes 1 and 2 specified by the Creditor)
  - when the Debtor Bank decides to accept the claim of the Debtor after having confronted the elements of the claim made by the Debtor with the copy of the Mandate and the supporting information received from the Creditor.
  - when 30 Calendar days after the receipt of the claim from the Debtor, the Debtor Bank did not receive any response from the Creditor Bank on the request for copy, the Scheme gives the right to the Debtor Bank to decide on the claim based on the elements of proof presented by the Debtor, disregarding any elements that might be made available later by the Creditor through the Creditor Bank.

It is expected that the 30 days limit will only be reached in exceptional circumstances, as national legislation after the transposition of the Payment Services Directive will require the execution of the Refund immediately after the receipt of the claim by the Debtor Bank. The average end-to-end time-line of the procedure should be much shorter than the 30 days limit.

The Debtor Bank may also reject the claim of the Debtor.

The decision of the Debtor Bank is final for all participants in the Scheme.

This decision should be executed within 4 Inter-Bank Business Days after the day of receipt of the answer from the Creditor Bank.

- i. If accepted, the Debtor bank must credit the account of the Debtor for the amount of the collection disputed, and must present the Refund for Clearing and Settlement to the CSM. The Debtor Bank must apply a value compensation to the benefit of the Debtor's account for a period covering the time between the day of the original debit and the day of the execution of the Refund payment on the Debtor's account.
- j. The Refund compensation may be recovered from the Creditor Bank as part of the Refund transaction by using the same rule applicable for Refund within the eight weeks after the debit date.
- k. The Creditor and the Debtor may use all means to reopen the dispute with the other party, Debtor or Creditor, but this is out of scope of the Scheme. For the Scheme and the adhering banks, the decision taken by the Debtor Bank is the final step of the payment process.

## 2. Instructions for Creditor Banks

1. Each adhering Creditor Bank may use the services offered by CSMs or other providers of Reference and Routing Directories to indicate through which channel(s) the Creditor bank accepts to receive requests for Refund for an unauthorised transaction. The channels accepted by the Scheme are the following:
  - The suitable SWIFT message. This is the default option.
  - An e-mail with formatted template
  - A Fax transmission with formatted template
  - Any other means agreed between both parties, the Debtor bank and the Creditor Bank
2. The Creditor Bank may receive a message for request of Refund of an unauthorised transaction from the Debtor Bank through (one of) the channel(s) indicated by the Creditor bank in Reference and Routing Directories.
3. The Creditor Bank must forward the request received to the Creditor in any format agreed with the Creditor within 3 Banking Business Days after the receipt of the request from the Debtor Bank.

4. After investigation, the response must be sent by the Creditor to the Creditor Bank by using a technical channel agreed between them. The answer must contain sufficient information to allow the Creditor Bank to populate the inter-bank message to be forwarded to the Debtor Bank.
5. The Creditor Bank must forward the response received from the Creditor to the Debtor Bank, while using the channel indicated by the Debtor Bank in the initial request message, within 7 inter-bank Business Days starting from the day on which the Creditor received the request from the Creditor Bank.
6. When the Debtor Bank has not received the response after 30 Calendar Days at the latest starting from the receipt of the claim by the Debtor Bank from the Debtor, the Debtor Bank may proceed with the Refund process without further waiting for the elements of proof provided later by the Creditor Bank or the Creditor.
7. After the handling of the response by the Debtor Bank, the Debtor Bank may decide to initiate a Refund by sending a Refund message to the CSM for clearing and settlement with the Creditor Bank.
8. In this case, the Creditor Bank must debit the account of the Creditor for the amount of the instructions received for refund. For the recovery of the Refund compensation, the Creditor Bank must make his own arrangements with the Creditor. The date for this debit is out of scope of the Scheme.
9. If the account of the Creditor, for whatever reason, could not be re-debited, the unpaid Refund becomes a credit risk for the Creditor Bank to be recovered from the Creditor, or the Creditor Bank must take the loss, as the Creditor Bank is not allowed to debit the Debtor Bank for the unpaid Refund.
10. The Creditor and the Debtor may use all means to reopen the dispute with the other party, Debtor or Creditor, but this is out of scope of the Scheme. For the SDD Scheme and the adhering banks, the decision taken by the Debtor Bank is the final step of the payment process.

## **ANNEX VII – e-Mandates**

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## 0 INTRODUCTION

The Core Scheme has been designed to be capable of evolution to permit the development of features to satisfy future needs. Work has been undertaken to add to the Core Scheme, mandates created through the use of electronic channels (called ‘e-Mandates’). Non-electronic SEPA Direct Debit mandates issued under the rules of the Core Scheme are referred to in this Annex as ‘paper mandates’.

The description of the e-Mandate feature is contained in the following documents:

1. This Annex of the Core Scheme Rulebook, containing the service description of the e-Mandate solution.
2. The appropriate (ISO 20022) XML message standards for e-Mandate messages defined as a separate document [17].
3. The description of the Inter-bank transport layer standards to cover rules for issues such as guaranteed delivery, authentication, data integrity, etc., called the EPC e-Operating Model.
4. Requirements and specifications for ‘EPC Approved Certification Authorities’ for e-Mandate Services.

This Annex does not include rules regarding the non-payment-business aspects of e-Mandates, such as:

- a governance model and the roles/responsibilities of the service providers
- the adherence and acceptance of the service providers
- the contractual relations between the service providers and the contracting banks.

## **1. VISION AND OBJECTIVES**

### **1.3 Definition and Objectives**

The e-Mandate process is an optional feature complementing the Core Scheme. This process will allow Debtors and Creditors to agree on mandates in a fully electronic way. If an e-Mandate process is offered then each of the process of issuing, amendment and cancellation of e-Mandates must be possible in an electronic way and cannot be offered separately. In this process the Debtor Bank contributes to easing the process of the e-mandates service provided by the Creditor Banks to their Creditors. In addition, the Debtor Bank has an important role in the authentication of (i.e. checking the due authority of the person claiming to be) the Debtor ("validation"). This will allow the complete avoidance of paper administration in the mandate flow, while the collection process stays the same as in the existing Core Scheme. The Core Scheme provides the possibility of using a paper document as the support for making a SDD Mandate agreement between a Debtor and a Creditor. This is the traditional way of making agreements, with the overall accepted handwritten signature as a way to confirm the Debtor's agreement with the mandate content. The more and more widespread use of electronic channels, creates an environment where Creditors are requesting the use of such channels for the issuing of SDD mandates as a part of e-business, and where Debtors are willing to use such channels for signing SDD mandates. One advantage to the Creditor of receiving an e-Mandate, is that it saves the work of dematerialisation and storing of a paper document.

### **1.7 The Business Benefits of the e-Mandate Process**

#### **1.7.1 Advantages for and Expectations of Creditors**

The inclusion of the new possibility for creation of e-Mandates brings new advantages to the Creditors:

- a. The solution allows fully automated end to end processing of e-Mandates, for issuing, amendment and cancellation of such mandates.
- b. The e-Mandate is given in a secure way
- c. The confirmation of the Debtor's right to access the account specified by him
- d. The use of a standardised practice for issuing, amendment and cancellation of e-Mandates without facing local technical or organisational barriers
- e. Allow automatic storage and retrieval of e-Mandate data.

#### **1.7.2 Advantages for and Expectations of Debtors**

The inclusion of the new possibility for creation of e-Mandates brings new advantages to the Debtors:

- a. The Debtor avoids the inconvenience of printing, signing and mailing a paper form to the Creditor by using a full electronic process
- b. The e-Mandate facility is based on secure, widely used Online Banking services of the Debtor Bank.

- c. The Debtor can re-use his user experience of his Online Banking service or other electronic access channels of his Bank. No additional means are necessary.

### **1.7.3 Advantages for and Expectations of Participants**

The inclusion of the new possibility for creation of e-Mandates brings new advantages to the Participants:

- a. Debtor Banks can leverage investments already made in Online Banking infrastructure with limited adaptations
- b. Debtor Banks can offer additional services to their customers in the area of e-Mandate management based on the e-Mandate related information received in an electronic way through the requested validation service
- c. Debtor Banks and Creditor Banks can increase the commercial attractiveness of the Core Scheme
- d. Creditor Banks can offer additional services to their customers in the area of e-Mandate management

## **2. SCOPE OF THE SCHEME**

### **2.2 Changes in the Nature of the Scheme**

The inclusion of e-Mandates in the Scheme allows Creditors and Debtors on an optional basis to fully eliminate the paper handling of mandates. This applies to the issuing, amendment and cancellation process and for the storage obligations of the Creditor afterwards.

### **2.7 Reachability**

The process for issuing, amendment and cancellation of e-Mandates is optional for banks being a Participant in the Core Scheme. These Participants may choose to act as Debtor Bank, as Creditor Bank, or in both roles, for offering the e-Mandate related services. Creditors are free to use this process, when offered by the Creditor Bank. Debtors are free to use this process, when offered by the Debtor Bank and by the Creditor involved in the e-Mandate to be issued.

### **3. ROLES OF THE SCHEME ACTORS**

#### **3.1 The Actors in the Scheme**

The actors are the same as in the Core Scheme. The operation of the Scheme involves new parties indirectly:

- Providers of routing services: Providers offer this service, in agreement with and on behalf of Creditor Banks. The service gives Creditors access to validation services made available by Debtor Banks in respect of Debtors initiating e-Mandates through the electronic channels of Creditors. Creditor Banks may provide these routing services themselves.
- Providers of validation services: Providers offer this service in agreement with and on behalf of Debtor Banks for validation of Debtors initiating e-Mandate proposals through the electronic channels of Creditors and the routing services offered by Creditor Banks. Debtor Banks may provide these Debtor validation services themselves.

#### **3.2 The Four Corner Model**

The four corner model described in the Core Scheme Rulebook is completed with new parties - the providers of routing services and/or validation services. The lines identified by numbers refer to the relations already part of the four corner model as described in the Core SDD Rulebook.

These new parties will be bound by a number of new specific relationships:

- i) As applicable, between a Creditor Bank not offering the routing service on its own and any Routing Service Provider (A). The new service providers only have a contractual relation with the contracting/instructing bank. Provisions for these relationships are not governed by the Scheme.
- ii) As applicable, between a Debtor Bank not offering the validation service on its own and any Validation Service Provider (B). The new service providers only have a contractual relation with the contracting/instructing bank. Provisions for these relationships are not governed by the Scheme.

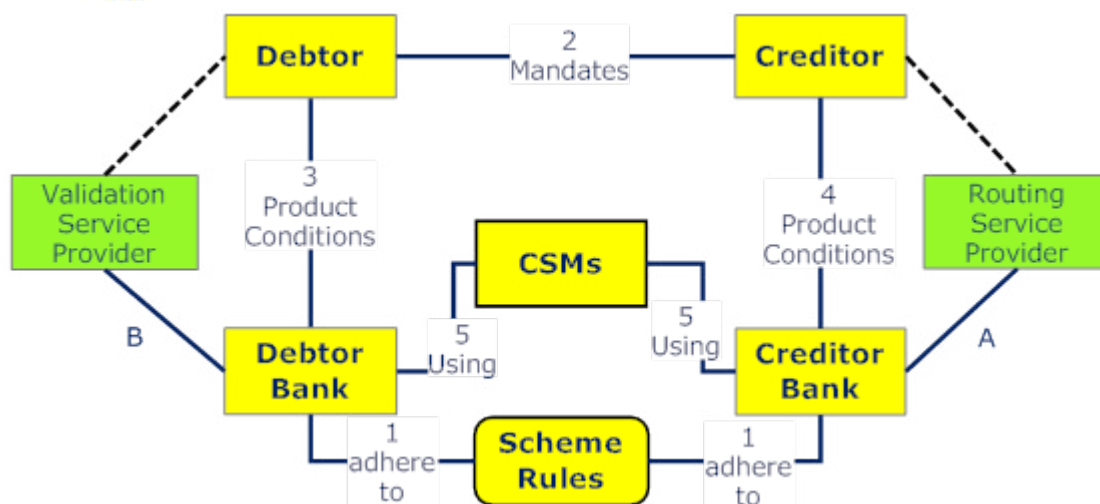


FIGURE 1: FOUR CORNER MODEL: THE ACTORS AND THE NEW PARTIES, THE SERVICE PROVIDERS

This implies that the potential damages resulting from errors in the service delivery by such a Service Provider is a risk for the Creditor Bank (in the case of the routing service) or the Debtor Bank (in the case of the validation service). It means that the Bank having such a contractual relation with a service provider, may have a claim on the service provider, but this is out of scope of the scheme.

## 4. BUSINESS AND OPERATIONAL RULES

### 4.1.1. The Mandate

This section completely overrules Section 4.1 of the Core Scheme Rulebook in cases where e-Mandates are used.

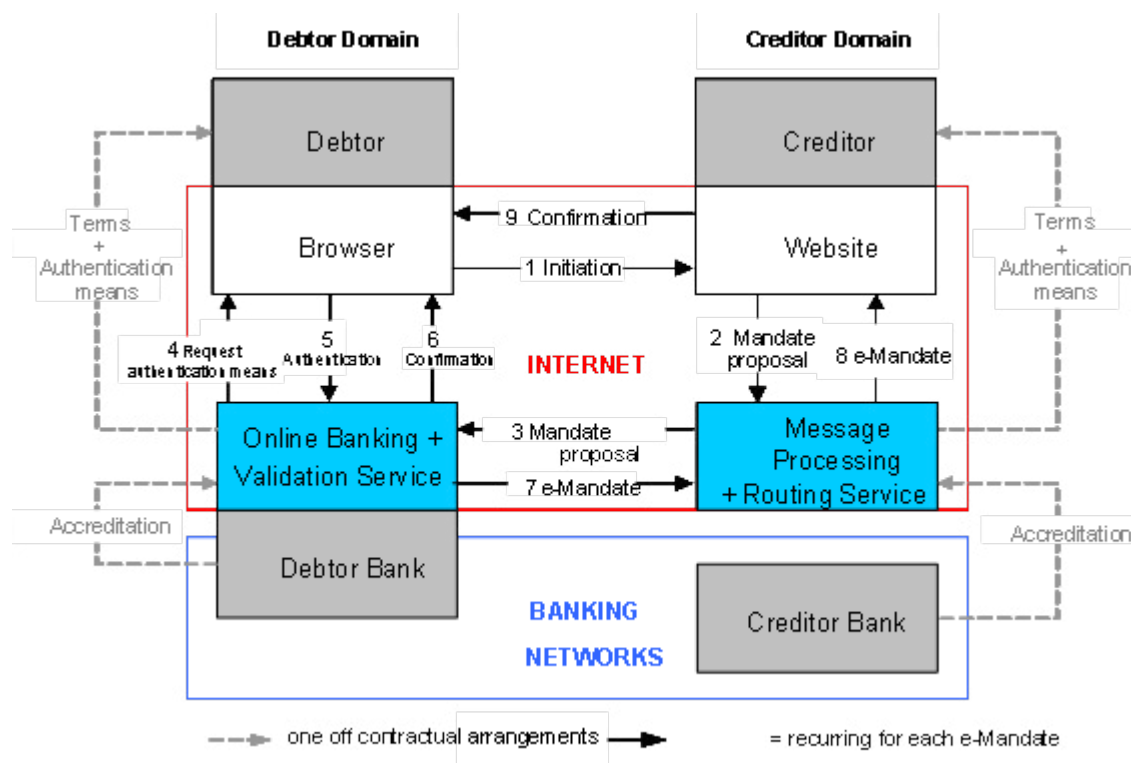


Figure 2: Operational model – e-Mandate process

The Mandate is the expression of consent and authorisation given by the Debtor to the Creditor to allow such Creditor to initiate Collections for debiting the specified Debtor's account and to allow the Debtor Bank to comply with such instructions in accordance with the Rulebook. An e-Mandate is an electronic document which is created and signed in a secure electronic manner.

This section only describes the normal process flow; deviations from the normal flow for any reason are described in sections 4.6.7 to 4.6.9 of this Annex. Complementary rules for amendment and cancellation are described in section 4.1.2 of this Annex.

For issuing an e-Mandate, the Debtor must use (1) an electronic channel offered by the Creditor for the completion of an e-Mandate proposal by entering the e-Mandate data elements required.

After approving the e-Mandate proposal, the Creditor submits (2) the e-Mandate proposal through a routing service to the validation service (3) of the Debtor Bank. The validation service has been selected by the Debtor on the Creditor's e-Mandate proposal system for the validation of the correct use of the Debtor's authentication means and the access right of the legitimate owner of the authentication means to the account specified.

After this stage, the Debtor and the Creditor are not allowed (2) to change the data of the e-Mandate proposal. If late changes are necessary, an amendment of the e-Mandate must be initiated by the Debtor.

The routing service is supplied to the Creditor by the Creditor Bank or by one or more routing service provider(s) acting on behalf of the Creditor Bank. The Creditor and the Creditor Bank should have an agreement on the conditions for use of routing service(s).

The mandate proposal of the Debtor is routed directly by the routing service from the Web Site of the Creditor to the validation service (3) window offered by the selected Debtor Bank to the Debtor (4). The Debtor Bank offers the validation service for e-Mandates itself or through a validation service provider acting on behalf of the Debtor Bank.

The Debtor must be the account holder, or a person in possession of a form of authorisation (such as a power of attorney) completed by the necessary technical means, to be authorised to give consent as a Debtor to debiting the account identified through the means of an e-Mandate. The term ‘means’ is used here in line with the term ‘Payment Instrument’ used in the Directive 2007/64/EC for Payments Services in article 4 23. The Debtor must identify and authenticate (5) himself according to the instructions received from the Debtor Bank. The Debtor Bank defines and provides the authentication means to be used by the Debtors. This authentication process must be technically compatible with the EPC e-Operating Model for e-Mandates [13]. The Debtor Bank and the Debtor should have an agreement on the conditions for use of the means for authentication.

After successful validation of the authentication means and the account access right, the Debtor Bank confirms (6) this result to the Debtor and to the Creditor. The mandate proposal of the Debtor is routed back directly (8) to the Web Site of the Creditor through the intermediary of the initial routing service (7).

The validation process (6) of the Debtor Bank constitutes an e-Mandate according to the following process steps, which are more described in greater detail in the E-Operating Model:

1. The Debtor enters the authentication credentials agreed with the Debtor Bank. The authentication credentials may be composed of personalised device(s) and/or a set of procedures, including its personalized security features.
2. The Validation Service verifies the correctness of the authentication credentials provided and logs the event to an audit trail.
3. Depending on the results of the verification of the authentication credentials:
  - a. If the authentication credentials provided are correct and valid, the Validation Service presents an authorization form that must include all data fields of the e-Mandate and advances the transaction state to “Waiting for authorization”
  - b. If the authentication can not be correctly verified, an error message must be presented and the transaction must be aborted with no further processing.



4. The Debtor is asked to verify all the data fields of the e-mandate (e.g., the accuracy of the Creditor's name and address, the Debtor's account identifier, etc.) along with the mandatory national legal wording and then proceeds with the authorization. The authorization is defined as the set of procedures agreed between the Debtor and the Debtor Bank to assure the clear consent of the Debtor for the issuing, amendment or cancellation of an e-Mandate. The Debtor must choose one of the accounts for which he is the holder and has direct debits rights.
5. The Validation Service verifies the authorization and performs an electronic signature of the XML e-Mandate data using the e-Operating Model X.509 signing certificate issued by an approved EPC Certification Authority.
6. The Validation Service presents a confirmation message to the Debtor along with the e-Mandate data and a link to the Creditor website.

The Debtor is not allowed to make any further changes to his acceptance of the e-Mandate proposal, as the validation service executed by the Debtor Bank refers to the e-Mandate proposal as presented in step (4). If from this point onwards changes are necessary, an amendment of the e-Mandate must be initiated by the Debtor. The Creditor acknowledges receipt of the validation and the e-Mandate and confirms this to the Debtor (9).

The channels accepted are determined by the Creditor and can include the following:

- The Creditor gives access to its Web Site and/or a Web Site hosting the Creditor.
- Any other equivalent electronic channel offering a security level considered sufficient by the Creditor Bank and accepted in the EPC e-Operating Model for e-Mandates (reference [13]).

The connection of the e-Mandate completion on the Creditor's Web-site to the validation service offered by the Debtor Bank is realised in real-time, including all the steps mentioned above. The whole end-to-end process from (1) to (9) inclusive should be organised in such a way that the Debtor can be guided through the successive steps without unacceptable waiting times between the steps.

The e-Mandate electronic data must be stored intact by the Creditor as long as the e-Mandate exists, according to national legal requirements. After cancellation, the e-Mandate data must be stored by the Creditor according to the applicable national legal requirements for a minimum period as long as the Refund period for an Unauthorised Transaction.

The Debtor validation related electronic data (see detailed list of these data in section 4.6.7 PT-07.04) must be stored intact by the Debtor Bank as long as the e-Mandate exists, according to national legal requirements. After cancellation, the validation related data must be stored by the Debtor Bank according to the applicable national legal requirements for a minimum period as long as the Refund period for an Unauthorised Transaction.

After the acceptance of the e-Mandate, the Creditor must forward to the Creditor Bank (1) the Mandate-related data, as part of each one-off or recurrent SEPA Direct Debit Collection. The Mandate-related data must be transmitted (2, 3) by the Creditor Bank to the Debtor Bank in electronic form as part of each Collection in one single flow, using a selected CSM.

The Debtor Bank may choose to offer AOS to the Debtor based on the Mandate content received on request at the validation phase. The Creditor Bank may also choose to offer AOS to the Creditor based on the Mandate content.

#### **4.1.2 Mandate amendments and Mandate cancellations through electronic channels offered by Creditor**

Creditors, who offer the issuing of e-Mandates, must also offer the possibility of amending and cancelling e-Mandates.

An amendment by the Debtor of an e-Mandate may be executed only by using an electronic channel offered by the Creditor, except when the electronic channel and/or the authentication means are not be available any more. Mixing paper channels and electronic channels in the life cycle of a Mandate would create a major problem due to the differences in the liability of the Debtor Bank resulting from the validation service executed. Therefore no Debtor Bank offering e-Mandate validation is obliged to support the amending or cancelling of paper-based mandates through an electronic channel (see PT-04.21 and PT-04.22).

An amendment by the Creditor of an e-Mandate is a matter between the Creditor and the Debtor and the process is out of scope of this Rulebook.

A cancellation by the Debtor of an e-Mandate should be executed by preference through an electronic channel offered by the Creditor, but cancellation through any other channel is allowed, as the rights of the Debtor to cancel a Mandate should not be limited by the availability of a specific channel and the necessary validation service needed for cancelling the e-Mandate through an electronic channel. The Debtor Bank should request the Debtor to inform his bank if he cancelled the mandate through means other than the electronic channel in order to avoid refund requests.

A cancellation by the Creditor of an e-Mandate is a matter between the Creditor and the Debtor and the process is out of scope of this Rulebook.

The use of the electronic channels, offered by the Creditor for issuing, amendment and cancellation of e-Mandates, is allowed by the Scheme for amendment or cancellation of existing paper mandates. It is a decision of the Creditor to offer this service as an optional or as a mandatory channel for making mandate amendments and/or cancellations for existing mandates by all or some of the Debtors. Debtors are free to use this service for amendment or cancellation of Mandates when offered by the Creditor.

## **4.2 Collections**

Compared with the rules for the Core Scheme under paper Mandates, the following rules differ for Collections under e-Mandates (as described in sections 4.2 and 4.4, of the Rulebook):

### **Refund claims during the eight weeks after the debit date:**

In the Core Scheme under paper Mandates, the rules for handling refund claims made by the Debtor, during the eight week period after debit date, is identical for authorised transactions (the disagreement of the Debtor relates to the collection) and for unauthorised transactions (the disagreement of the Debtor relates to existence of consent to the collection).

For e-Mandates, the process during the eight week period is identical to the process for the Core Scheme with paper Mandates, except for the situation which is described in the next paragraph.

In order to address the situation where the Creditor is in possession of information indicating that the Debtor or the Debtor Bank made an error in the use of the authentication means provided by the Debtor Bank and/or in the execution of the validation service, a procedure for allowing the Creditor to initiate a claim against the Debtor Bank for obtaining reimbursement of an amount paid by the Creditor Bank in respect of a refunded collection is provided in the Scheme (see process steps PT-04.28 and PT-04.29 in the Annex).

**Refund claims for unauthorised transactions (after the eight weeks after the debit date until 13 months after the debit date):**

In the same way as described in the Core Scheme for paper Mandates, the Debtor Bank must examine the claim (see detailed description in PT-04.21). In the case of e-Mandates the aspect of the validation executed for the given e-Mandate needs to be examined by the Debtor Bank before sending the claim to the Creditor Bank.

### 4.3 Time-lines for Collections

The time-lines of the Core Scheme Collection process are maintained.

### 4.5 Process Descriptions

The following processes are amended or added to the Scheme when e-Mandates are used:

<b>PR-02 (amended)</b>	Amendment of the Mandate
<b>PR-03 (amended)</b>	Cancellation of the Mandate
<b>PR-04 (amended)</b>	Collection of the Direct Debit Collection (covering both correct transactions and R-transactions arising from the processing of a Collection)
<b>PR-06 (amended)</b>	Obtain a copy of an e-Mandate
<b>PR-07 (new)</b>	Issuing of the e-Mandate
<b>PR-08 (new)</b>	Amendment of the e-Mandate
<b>PR-09 (new)</b>	Cancellation of the e-Mandate

#### **4.5.2 Amendment of a Paper Mandate (PR-02)**

Paper Mandates may be amended by the Debtor according to the rules of the Core Scheme Rulebook, or through an optional electronic channel offered by the Creditor in combination with a validation service offered by the Debtor Bank as described in this Rulebook. In case of use of an electronic channel, the process steps are the same as for the amendment of an e-Mandate (PR-08).

The paper-based Mandate still remains in force as a paper Mandate (and the provisions of Annex VII do not apply) when mandate elements have been amended electronically. A Debtor Bank offering e-Mandate validation is not obliged to support the amendment of paper-based Mandates electronically.

#### **4.5.3 Cancellation of a paper Mandate (PR-03)**

Paper Mandates may be cancelled by the Debtor according to the rules of the Core Scheme Rulebook, or through an optional electronic channel offered by the Creditor in combination with a validation service offered by the Debtor Bank as described in this Rulebook. In case of use of an electronic channel, the process steps are the same as for the cancellation of an e-Mandate (PR-09).

A Debtor Bank offering e-Mandate validation is not obliged to support the cancellation of paper-based Mandates electronically. The Debtor Bank should request the Debtor to inform his bank if he cancelled the Mandate through means other than the electronic channel in order to avoid refund requests.

#### **4.5.4 Collection of the Direct Debit Transaction (PR-04)**

In the process for collection of Direct Debit transactions, process step PT-04.21 is different in the case of e-Mandates. The other process steps remain unchanged, on the basis that all references to Mandates should be understood as references to e-Mandates.

New process steps (PT-04.28 to PT-04.30) are added to allow the Creditor to initiate a claim on the Debtor Bank in the case described in section 4.2.

PT-04.16 – Debtor Bank Sends Collection Refund Instructions to the CSM

<b>Description</b>	<p>The Debtor Bank must credit the Debtor's account with the Original Amount of the initial Collection. The Debtor Bank sends the Collection Refund instruction to the CSM.</p> <p>The Debtor Bank has the right to receive compensation, called the Refund compensation, from the Creditor Bank for the related interest loss incurred by the Debtor Bank by the crediting of the Debtor's account with value date = Due Date of the initial Collection.</p> <p>This compensation is a variable amount, being the interest calculated for the number of Calendar Days between the Settlement Date of the original Collection (Settlement Date is included in the number of days) and the Settlement Date of the Refund instruction by the CSM after presentation by the Debtor Bank (Settlement day is not included in the number of days). The rate to be applied for each day in a month is the EONIA rate applicable on the first Banking Business Day of that month based on a 360 days year. The EONIA rate is a daily rate published by the ECB every day.</p> <p>The Debtor Bank must recover this compensation from the Creditor Bank by specifying the compensation amount in AT-R6 in the DS-05 for Refund.</p> <p>However, the Debtor Bank shall not be entitled to make a claim against the Creditor Bank in respect of any amount paid by the Debtor Bank to the Debtor by way of Refund or Refund compensation in respect of an unauthorised transaction where the Debtor Bank had not correctly carried out the checks listed in PT-07.04.</p>
<b>Starting day/time</b>	Debit date (see also section 4.3.1 and 4.3.2)
<b>Duration</b>	Eight weeks + 2 Inter-Bank Business Days (in relation to Refunds arising from unauthorised payment transactions, refer to PT-04.24)
<b>Closing day/time</b>	Debit date + eight weeks + 2 Inter-Bank Business Days (in relation to Refunds arising from unauthorised payment transactions, refer to PT-04.24)
<b>Information Input</b>	The message for Refund of a Collection, containing the data of DS-05.
<b>Information Output</b>	The message for Refund of a Collection, containing the data of DS-05.

PT-04.21 – The Debtor Bank accepts or rejects the Request for Refund - requests e-Mandate Copy from Creditor Bank.

**Description**

The Debtor Bank must examine the request received, and must decide whether to accept or to reject the request. The recommended guidance for determining whether or not to accept a request for a Refund of an unauthorised transaction is described below.

When accepted, the Debtor Bank must forward the claim (without any supporting evidence) to the Creditor Bank, who must forward it to the Creditor.

Four types of request can be distinguished:

1. A copy of the e-Mandate is requested by the Debtor Bank, the copy must be provided, except in cases where the Creditor accepts the claim without more.
2. A copy of the e-Mandate is requested by the Debtor Bank, the copy must be provided, even if the Creditor accepts the claim.
3. A copy of the e-Mandate is not requested by the Debtor Bank as, according to the Debtor, the Mandate has already been cancelled by the Debtor.
4. A copy of the e-Mandate is not requested by the Debtor Bank as the e-Mandate should have been cancelled by the Creditor following 36 months of inactivity since the last Collection.

These types of request are identified by a Refund type code which is part of the request data.

The accepted technical channels for sending the request are the following:

1. The suitable SWIFT message as the default option
2. e-mail with formatted template
3. Fax transmission with formatted template
4. Any other means agreed between both parties, the Debtor Bank and the Creditor Bank

The Debtor Bank may always use the SWIFT message, or one of the channels indicated by the Creditor Bank in reference and routing directories provided by CSMs or other providers of such routing information.

**Recommended guidance for determining whether or not to accept a Refund claim for an unauthorised transaction**

1. The e-Mandate agreed by the Debtor, as amended from time to time (i.e. the signed e-Mandate together with any other documents related to the amendment of the e-Mandate) should be compared with the e-Mandate data supplied by the Creditor as part of the Collection. The e-Mandate data from the Creditor can be obtained from the e-Mandate related data part of the Collection message for the Collection disputed in the Refund request, or through a copy of the e-Mandate, amended from time to time, received from the Creditor. The relevant data are the following:

**Attribute of the Mandate**

The Identification Code of the Scheme  
The Unique Mandate Reference  
The Identifier of the Creditor  
The Name of the Creditor  
The Account Number of the Debtor (IBAN)  
The Name of the Debtor  
BIC Code of the Debtor Bank  
The Transaction Type  
The Date of Signing of the Mandate  
Signature(s)

2. The e-Mandate should not have been cancelled by the Debtor or by the Creditor at the moment of the debiting for the disputed Collection.

3. When the e-Mandate has been amended by one of the parties, the amended e-Mandate attributes should be taken into account.

4. The e-Mandate should not fall under the rule of the 36 months inactivity period, resulting in an automatic cancellation, to be respected by the Creditor.

5. For the e-Mandate involved in the claim, the Debtor Bank should check that the Debtor was validated by the Debtor Bank in a correct way at the issuing or the last amendment of the e-Mandate.

This examination can yield three results:

a. The claim of the Debtor may be rejected by the Debtor Bank when the claim is based on the absence of consent by the Debtor and the Debtor Bank concludes that this absence results from negligence/error of the Debtor, which is considered as a liability of the Debtor, according to the terms and conditions agreed between the Debtor Bank and the Debtor.

b. The Refund claim is accepted, and the Debtor Bank takes the loss for the Refund, when the absence of consent results from negligence/error of the Debtor Bank. No recovery from the Creditor Bank can be initiated, as a positive validation was given to the Creditor, due to errors made by the Debtor Bank.

c. In all other cases, where the claim is based on another reason than the absence of consent resulting from negligence/error by the Debtor or by the Debtor Bank, the claim of the Debtor is accepted by the Debtor Bank for further handling.

**Starting day/time**

After PT-04.20

**Duration**

Maximum 4 Banking Business Days between receiving the request and sending the request to the Creditor Bank.

**Information Input**

The claim with the supporting evidence.

**Information output**

The claim as described in DS-08 when the SWIFT message is used and in DS-09 for the use of e-mail or fax.



PT-04.24 –Debtor Bank decides on the claim, and when accepted, sends the Refund claim for an Unauthorised Transaction to the CSM and informs the Debtor.

<b>Description</b>	<p>After receipt of the response from the Creditor Bank, or after 30 Calendar Days at the latest starting from the receipt of the claim by the Debtor Bank from the Debtor, the Debtor Bank must determine the Refund claim. The Debtor Bank may proceed in the following manner:</p> <ol style="list-style-type: none"> <li>1. Debtor Bank may accept the Refund claim when the Creditor accepts the claim (answer type codes 1 and 2 given by the Creditor)</li> <li>2. The Debtor Bank may accept the claim of the Debtor after having compared the claim made by the Debtor with the copy of the Mandate and the supporting information received from the Creditor Bank and the Creditor.</li> <li>3. The Debtor Bank may also reject the claim of the Debtor. This is a decision of the Debtor Bank, which is final for all Participants in the Scheme. The Creditor/Debtor may always use all possible means to reopen the dispute with the Debtor/Creditor, but this is out of scope of the Scheme.</li> <li>4. If the Debtor Bank does not receive an answer from the Creditor Bank within 30 Calendar Days of receiving the Refund request from the Debtor, the Debtor Bank may determine the claim and proceed in a manner that it considers appropriate, taking into account the evidence presented by the Debtor.</li> </ol> <p>Where the Debtor Bank agrees to refund the Debtor, it may claim the amount of the Refund from the Creditor Bank.</p> <p>If the Debtor Bank decides not to accept and not to execute the Refund claim, the Debtor needs to be informed without delay, and relevant supporting evidence received from the Creditor must be supplied to the Debtor.</p> <p>In case of execution of the Refund claim, the same Refund compensation as described in PT-04.16 may be recovered from the Creditor Bank by using the same rule.</p> <p>However, the Debtor Bank shall not be entitled to make a claim against the Creditor Bank in respect of any amount paid by the Debtor Bank to the Debtor by way of Refund or Refund compensation in respect of an unauthorised transaction where the Debtor Bank had not correctly carried out the checks listed in PT-07.04.</p> <p>Participants are also referred to Annex VI of this Rulebook: Instructions for the Refund Procedure for Unauthorised Transactions.</p>
<b>Starting day/time</b>	After the receipt of the response to the request from the Creditor Bank, or at the latest after 30 Calendar Days starting from the receipt of the request of the Debtor (PT-04.20).
<b>Duration</b>	Maximum 4 Inter-bank Business Days after PT-04.23. In respect of Refund compensation, the number of Inter-Bank Business Days (up to 13 months) during which the Debtor has been deprived of the Original Amount of the Collection.
<b>Information Input</b>	The initial claim, the response with the copy of the signed Mandate or other supporting information received from the Creditor.
<b>Information Output</b>	<p>The message for Refund of an unauthorised Collection, containing the data of DS-05.</p> <p>The reference of the request given by the Debtor Bank and the reference of the answer of the Creditor to the request (if provided in the answer) must be sent back as mandatory elements in the message DS-05 – in attribute AT-R5.</p>



**PT-04.28 – The Creditor investigates the conditions regarding the Refund and sends a claim to the Creditor Bank.**

<b>Description</b>	<p>When the Creditor is in possession of information indicating that the Debtor or the Debtor Bank made an error in the use of the authentication means provided by the Debtor Bank and/or in the execution of the validation service, the Creditor may initiate a claim for obtaining reimbursement of an amount paid in respect of a refunded Collection from the Debtor Bank.</p> <p>The Creditor must send the claim to the Creditor Bank</p> <p>The Creditor Bank must forward the claim received from the Creditor to the Debtor Bank, using one of the channels indicated in the Core Scheme Rulebook in section 4.6.4 in PT-04.21.</p>
<b>Starting day/time</b>	On receipt of the information indicating the potential error made by the Debtor Bank or the Debtor, at the latest 13 months after the debit date.
<b>Duration</b>	Not later than 13 months after the debit date.
<b>Information Input</b>	

**PT-04.29 –Debtor Bank decides on the claim received, and when accepted, executes the reimbursement as agreed with the Creditor Bank**

<b>Description</b>	<p>After receipt of the claim from the Creditor Bank, the Debtor Bank must decide on the Refund reimbursement claim.</p> <p>The Debtor Bank may proceed in the following manner:</p> <ol style="list-style-type: none"> <li>1. Debtor Bank may accept the Refund reimbursement claim when the Debtor Bank concludes that the Debtor Bank or the Debtor made an error in the execution of the validation service.</li> <li>2. The Debtor Bank may also reject the claim of the Creditor when there has been no error in the execution of the Debtor validation service either by the Debtor Bank or by the Debtor. This is a decision of the Debtor Bank, which is final for all Participants in the Scheme. When the Debtor Bank accepts the claim, the Debtor needs to be informed without delay, and the Debtor Bank should make a payment to the benefit of the Creditor Bank as requested by the Creditor Bank (or directly to the Creditor when requested by the Creditor Bank).</li> </ol> <p>In case of acceptance by the Debtor Bank, no Refund reimbursement compensation is defined by the Scheme.</p>
<b>Starting day/time</b>	After the receipt of the claim from the Debtor Bank.
<b>Duration</b>	Maximum 30 Inter-bank Business Days after the starting date.
<b>Information Input</b>	The initial claim and other supporting information collected by the Debtor Bank.
<b>Information Output</b>	The communication to the Debtor, the payment made to the Creditor Bank (or to the Creditor).

#### **4.5.7 Issuing of an e-Mandate (PR-07)**

The process for issuing an e-Mandate is handled between the Creditor, the Debtor, the Debtor Bank (with the validation service provider, if applicable) and the Creditor Bank (with the routing service provider, if applicable). This process is optional for all Actors involved in the issuing of e-Mandates.

- PT-07.01**      The Debtor uses an electronic channel made available by the Creditor for the completion of an e-Mandate proposal.
- PT-07.02**      After acceptance by the Creditor of the content of the proposal made by the Debtor, the Creditor submits the e-Mandate through a routing service to the Debtor Bank.
- PT-07.03**      The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate proposal.
- PT-07.04**      The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.
- PT-07.05**      The Creditor acknowledges receipt of the e-Mandate and sends the information on the e-Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the Core Scheme Rulebook).
- PT-07.06**      After PT-07.04 or after PT-07.05, the Debtor Bank may (optionally) use this information for offering AOS to the Debtor.

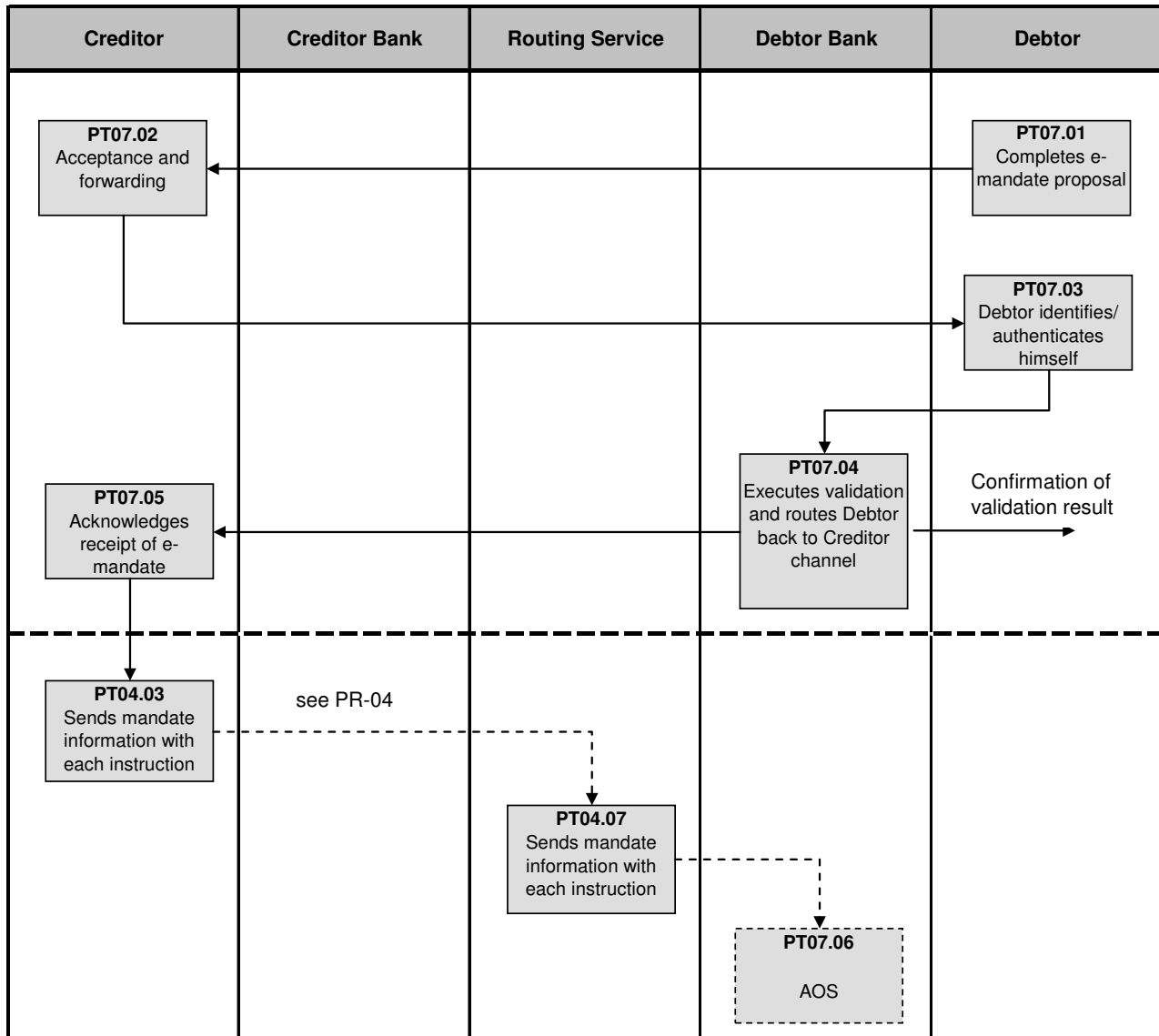


Figure 3: PR07 – ISSUING THE E-MANDATE

#### 4.5.8 Amendment of an e-Mandate (PR-08)

If the Debtor wants to replace the account to be debited under an existing e-Mandate with an account held by another bank, he must cancel the e-Mandate in the existing Debtor Bank, and issue a new Mandate in the new Debtor Bank. This issuing process must identify the Mandate to the Creditor as a Mandate moved from the former Debtor Bank to another Debtor Bank. The Debtor can issue this Mandate according to the rules of the Core Scheme Rulebook as a paper or an e-Mandate, using one of the channels offered by the Creditor.

If the Debtor wants to replace the account to be debited under an existing e-Mandate with another account held in the same Debtor Bank, he must initiate an amendment of the e-Mandate through an electronic channel offered by the Creditor.

When the Creditor wants to amend the e-Mandate, the amendment must be handled between the Creditor and the Debtor. This process is out of scope of this Rulebook.

Paper Mandates may also be amended by the Debtor through an optional electronic channel offered by the Creditor in combination with a validation service offered by the Debtor Bank as described herein.

- PT-08.01** The Debtor uses an electronic channel made available by the Creditor for the completion of the proposal for the Mandate amendment.
- PT-08.02** After acceptance by the Creditor of the content of the amendment proposal made by the Debtor, the Creditor submits the e-Mandate amendment through a routing service to the Debtor Bank.
- PT-08.03** The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate amendment request.
- PT-08.04** The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.
- PT-08.05** The Creditor acknowledges receipt of the e-Mandate amendment and sends the information on the e-Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the Core SDD Rulebook).
- PT-08.06** After PT-08.04 or after PT-08.05, the Debtor Bank may (optionally) use this information for offering AOS to the Debtor (while respecting the normal time-cycle for recurrent Collections).

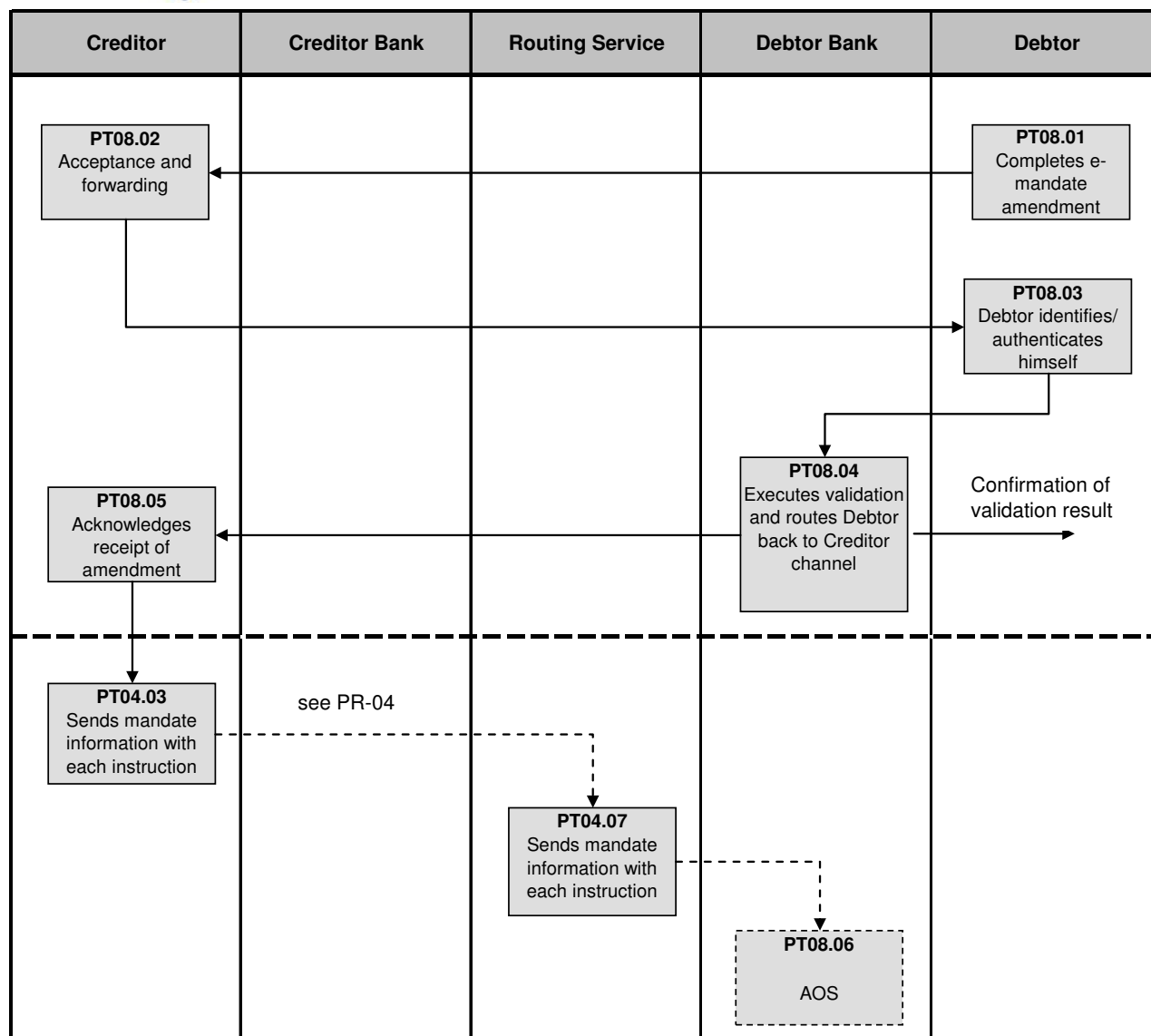


Figure 4: PR08 – AMENDMENT OF THE E-MANDATE

#### **4.5.9 Cancellation of the e-Mandate (PR-09)**

The use of an electronic process by the Debtors for cancellation of an e-Mandate is recommended. The Creditor may also accept the cancellation of an e-Mandate by the Debtor through a process in accordance with the Core Scheme rulebook.

- PT-09.01** The Debtor may use an electronic channel made available by the Creditor for the completion of the Mandate cancellation.
- PT-09.02** After acceptance by the Creditor of the content of the Debtor's cancellation made through an electronic channel, the Creditor may submit the e-Mandate cancellation through a routing service to the Debtor Bank.
- PT-09.03** The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate cancellation request.
- PT-09.04** The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.
- PT-09.05** The Creditor acknowledges receipt of the e-Mandate cancellation and sends the information on the e-Mandate cancellation to the Creditor Bank, as part of the last Collection if a Collection is still to be made after the cancellation, as described in PT-04.03 (see section 4.5.4 of the Core SDD Rulebook).
- PT-09.06** After PT-09.04 or after PT-09.05, the Debtor Bank may (optionally) use this information for offering AOS to the Debtor.

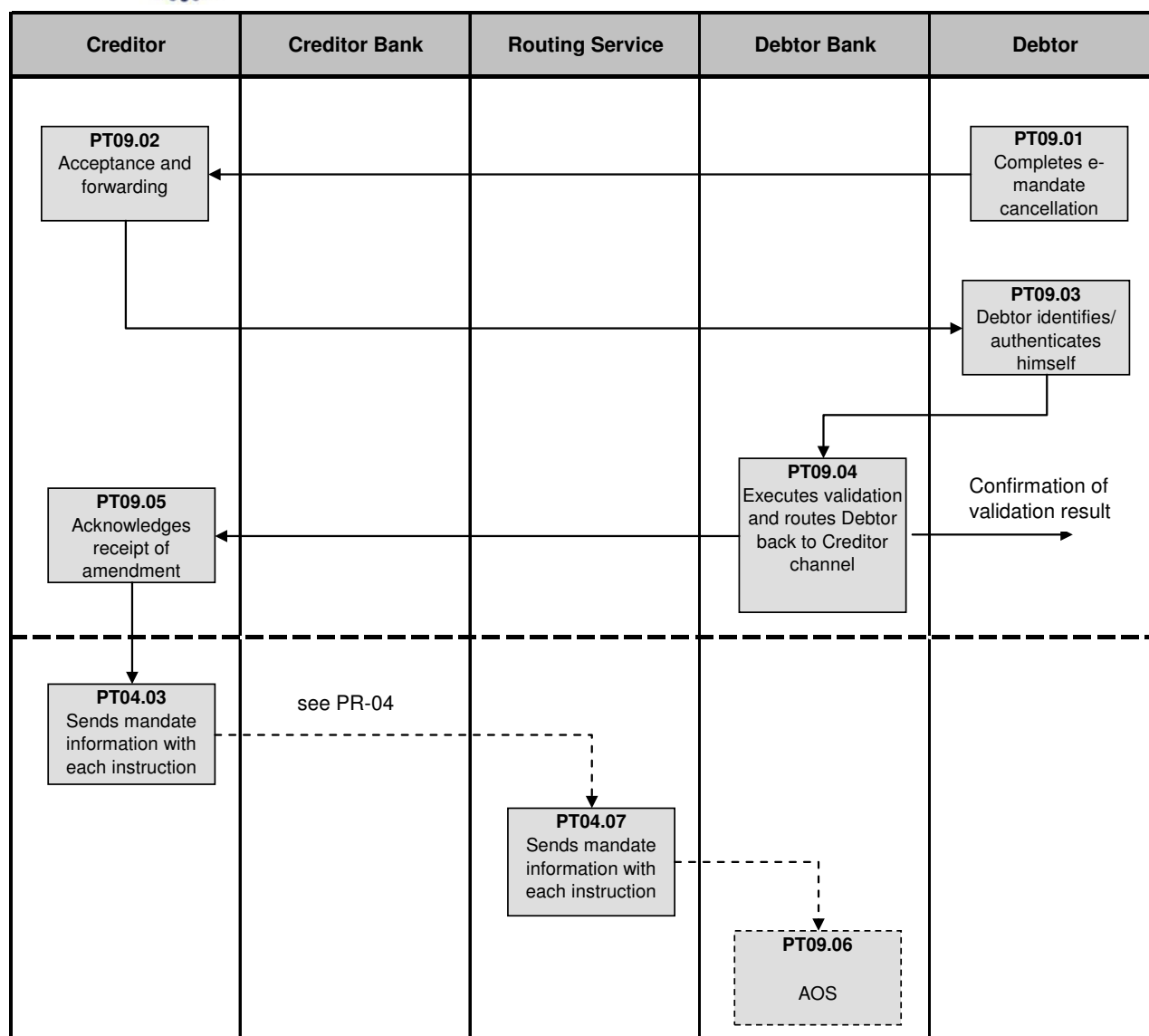


Figure 5: PR09 – CANCELLATION OF THE E-MANDATE

## 4.6. Description of the Process Steps

### 4.6.6. Obtain a copy of an e-Mandate (PR-06)

PT-06.01 – Debtor Bank sends a request to the Creditor Bank to obtain a copy of the e-Mandate data and any associated amendments

<b>Description</b>	<p>The Debtor Bank sends a request to the Creditor Bank to obtain from the Creditor a copy of the e- Mandate data and of relevant associated amendments.</p> <p>The accepted technical channels for sending the request are the following :</p> <ol style="list-style-type: none"> <li>1. The suitable SWIFT message as the default option</li> <li>2. E-mail with formatted template</li> <li>3. Fax transmission with formatted template</li> <li>4. Any other means agreed between both parties, the Debtor Bank and the Creditor Bank</li> </ol> <p>The Debtor Bank may always use the SWIFT message, or one of the channels indicated by the Creditor Bank in Reference and Routing Directories provided by CSMs or other providers of such routing information.</p>
<b>Starting day/time</b>	At any moment, when a Debtor and/or a Debtor Bank identify the need to receive a copy of an e-Mandate
<b>Duration</b>	No limit for the Scheme
<b>Information Input</b>	<p>The request as described:</p> <p>For the SWIFT message: in DS-10</p> <p>For the e-mail and for the fax: in DS-11</p>

PT-06.02 – Creditor Bank forwards the request to the Creditor

<b>Description</b>	The Creditor Bank receives the request for the e-Mandate data and forwards it to the Creditor.
<b>Starting day/time</b>	After the previous step.
<b>Duration</b>	Maximum 3 Banking Business Days
<b>Information Input</b>	The original request message from the Debtor Bank as described in DS-10 or in DS-11.
<b>Information Output</b>	The request message in any format agreed between the Creditor Bank and the Creditor.



**PT-06.03 – Creditor provides the copy of the requested e-Mandate data to the Creditor Bank**

<b>Description</b>	<p>The Creditor provides a copy of the requested e-Mandate data, and takes one of the following actions:</p> <ol style="list-style-type: none"> <li>1. Send a copy of the requested e- Mandate</li> <li>2. Indicate why a copy cannot be provided.</li> </ol> <p>The response must be sent to the Creditor Bank by using a technical channel agreed between the Creditor Bank and the Creditor.</p> <p>The Creditor Bank must forward the response received from the Creditor to the Debtor Bank, while using the channel indicated by the Debtor Bank in the request message.</p>
<b>Starting day/time</b>	On receipt of the request.
<b>Duration</b>	Maximum 7 Banking Business Days
<b>Information Input</b>	The request in a technical channel agreed with the Creditor Bank.
<b>Information Output</b>	<p>Either the copy of the requested e-Mandate,</p> <p>Or the response request message explaining why the request cannot be satisfied as described in DS-10 (while using the SWIFT message), or in DS-11 (while using email or fax).</p>

**PT-06.04 – Creditor Bank sends the copy of the requested e-Mandate data to the Debtor Bank**

<b>Description</b>	After the receipt of the response from the Creditor, the Debtor Bank may use the e-Mandate copy for the intended use.
<b>Starting day/time</b>	After the receipt of the response to the request for a copy of an e-Mandate
<b>Duration</b>	
<b>Information Input</b>	The response containing the copy of the e-Mandate or other supporting information received from the Creditor.
<b>Information Output</b>	The request message in any format accepted by the Debtor Bank.

#### 4.6.7 Issuing the e-Mandate (PR-07)

PT-07.01 – The Debtor uses an electronic channel made available by of the Creditor for the completion of an e-Mandate proposal.

**Description** The initiative to issue an e-Mandate may be taken either by the Creditor or by the Debtor. The Debtor may decide to use this service for issuing an e-Mandate, when the service is offered by the Creditor and by the Debtor Bank.

The Creditor offering the e-Mandate service must make clear instructions available to Debtors for the use of the electronic channels for the issuing, amendment and cancellation of an e-Mandate. The Creditor must ensure that this e-Mandate submission process contains the mandatory legal wording and that the mandatory set of information is completed by the Debtor in line with the rules underneath.

A Debtor Bank offering the e-Mandate service to its Debtors must make clear instructions available to the Debtors for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The Debtor must complete the mandatory information on the e-Mandate template presented by the Creditor through an electronic channel. The template must reproduce the mandatory legal wording as defined in the Core Scheme Rulebook in section 4.7.2 DS-01 (Figure 12, paragraph 1) - The Mandate. The Creditor must complete the template presented to the Debtor with the data already available/known to the Creditor.

If the Creditor does not need to use the attributes “AT-38 The name of the Creditor reference party”, “AT-39 The identification code of the Creditor Reference party”, “AT-15 The name of the Debtor Reference party” and “AT-37 The identification code of the Debtor Reference Party”, he does not need to present these attributes in the template based on DS-01.

The following data must be completed by the different parties in the e-Mandate template based on the layout presented in DS-01:

a. By the Creditor:

- 20 The identification code of the SEPA Direct Debit Scheme, represented by the wording ‘SEPA Direct Debit Mandate’
- 01 The unique Mandate reference
- 02 The identifier of the Creditor
- 03 The name of the Creditor
- 05 The address of the Creditor
- 38 The name of the Creditor reference party (optional)
- 39 The identification code of the Creditor Reference party (optional)

b. By the Debtor:

- 14 The name of the Debtor
- 09 The address of the Debtor
- 27 Debtor identification code (optional)
- 15 The name of the Debtor Reference party (optional)
- 37 The identification code of the Debtor Reference Party (optional)
- 13 The BIC code of the Debtor Bank (see remark underneath)
- 24 The reason for 'Amendment/Replacement of the account in another Bank' of the Mandate (in the case that the issuing of the e-Mandate results from a Debtor moving the account to be debited for an existing Mandate to another Debtor Bank)
- The box at the bottom of the illustration in figure 12 in the same section for placing the signature(s), must be replaced by a box where the Debtor is invited to confirm that he agrees with the proposal (in PT-07.03)
- It should also be mentioned that, after the Debtor having ticked this box, no further changes may be made to the e-Mandate proposal.

c. By the Creditor or the Debtor (depends on the party making the choice as part of the logic of the underlying business contract)

- 08 The identifier of the underlying contract
- 21 The Transaction Type (only the values 'one-off' or 'recurrent' are allowed)

The Mandate process is standardised in content but not in the detailed layout of the template and not in the detailed definition of the content of the successive steps.

For the completion of '13 The BIC code of the Debtor Bank', the Creditor may offer support to the Debtor for entering the BIC code of the Debtor Bank through the use of any type of Debtor friendly access lists for facilitating the selection of the BIC of the Debtor Bank.

<b>Starting day/time</b>	At the initiative of the Debtor, by using the channel made available by the Creditor.
<b>Closing day/time</b>	Immediately after the starting time (instantly).
<b>Information Output</b>	The e-Mandate proposal message (electronic).

PT-07.02 – After acceptance by the Creditor of the content of the proposal made by the Debtor, the Creditor submits the e-Mandate through a routing service to the validation service of the Debtor Bank.

<b>Description</b>	<p>The Creditor must submit the e-Mandate proposal through an electronic connection to the Debtor Bank selected by the Debtor. The Creditor must do this by using a routing service made available by a Creditor Bank to connect to the validation service of the selected Debtor Bank.</p> <p>Information on the Participants in the Scheme accepting the e-Mandate feature in the role of Debtor Bank and/or in the role of Creditor Bank should be made available by CSMs or other providers of such information.</p>
<b>Starting day/time</b>	After PT-07.01 in real time connection.
<b>Closing day/time</b>	Instantly after the starting time.
<b>Information Input</b>	The e-Mandate proposal template.
<b>Information Output</b>	The e-Mandate proposal message after approval by the Creditor.
<b>Remarks</b>	This description reflects business requirements and does not prescribe technical requirements as defined in the document ‘SEPA e-Mandate Standards’.

PT-07.03 – The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate proposal.

**Description** A Debtor Bank offering this optional service to its Debtors must give clear instructions to the Debtor for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The term “authentication” is defined here as the act by the Debtor Bank of ensuring that the e-Mandate is duly authorised by the Debtor or person properly acting on the Debtor’s behalf. Authentication is composed of personalised device(s) and/or set of procedures, including personalised security features and is used by the Debtor for the issuing, amendment or cancellation of an e-Mandate. The Debtor must use the authentication means offered by the Debtor Bank and follow the instructions of the Debtor Bank, when authenticating the e-Mandate. The Debtor Bank must make these instructions for correct use available to its Debtors before the use of the e-Mandate feature.

The Debtor must follow the instructions given by the Debtor Bank and enter the identifiers required by the Debtor Bank in the template presented by the Debtor Bank. The template must reproduce the mandatory legal wording as defined in the Core Scheme Rulebook in section 4.7.2 DS-01 (Figure 12, paragraph 1) – The Mandate, together with the data of the e-Mandate proposal as received from the Creditor in the e-Mandate proposal message. The Debtor must explicitly confirm his agreement with the e-Mandate proposal by ticking an ‘approval’ box in the template.

The Debtor Bank must provide for the possibility that the Debtor may wish to determine a particular account to be debited in respect of the Collections to be made under the given e-Mandate. How this is realised is left open to the Debtor Bank. Some examples are set out below:

- the Debtor Bank may enter the IBAN of the account to be debited, in this case the Debtor Bank should check that the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose an account, for which the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose a list of accounts, for which the Debtor is authorised to give access to the account specified, followed by a selection of one of these accounts by the Debtor

The Debtor Bank must check that the mandatory attributes are present in the e-Mandate received and in line with the requirements of the attributes specific to the Debtor Bank and known by the Debtor Bank, such as the existence of the BIC code of the Debtor Bank.

**Starting day/time** Instantly after PT-07.02.

**Information Input** The e-Mandate proposal message (DS-12) and the data entered by the Debtor.

**Information Output**      The e-Mandate proposal message completed with the decision of the Debtor Bank.

PT-07.04 – The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the Debtor back to the electronic channel of the Creditor.

**Description**      The Debtor Bank must execute the validation service as follows:

- decide on whether the authentication means have been correctly used
- conclude that the circumstances of the use of the authentication means appear to be correct on the basis of the information available to the Debtor Bank, i.e. they are not stolen, lost or subject to counterfeit risks
- check the BIC code present in the e-Mandate proposal message received is a valid BIC code applicable to the Debtor Bank
- decide whether the access right of the person who is the legitimate owner of the authentication means has been used in a correct way in respect of the account to be debited.

The Debtor Bank is not obliged to check other data elements of the e-Mandate, and cannot be held liable for incoherence in the e-Mandate, such as the difference between the name and/or address of the Debtor as known in the books of the Debtor Bank compared with the name and/or address as specified by the Debtor in the e-Mandate data.

The result of the validation service can be:

- Either a negative response to the validation request made, if any of the checks mentioned above fail.
- Or a positive response to the validation request made when all the checks mentioned above are successfully executed with a positive result.

As a next step, the Debtor Bank must communicate this result, through the Creditor Bank's routing service having initiated the validation request, up to the requesting Creditor and to the initiating person (i.e. Debtor or an authorised person). The Debtor Bank must complete the request with the following information:

60 The reference of the validation made by the Debtor Bank

The Debtor Bank must store the following electronic data related to the validation service in order to be able to provide this data to allow reconciliation with the same elements held by the Creditor:

- The Account Number of the Debtor (IBAN)
- BIC Code of the Debtor Bank
- The Identification Code of the Scheme
- The Unique Mandate Reference (if provided)
- The Identifier of the Creditor
- The Name of the Creditor
- The Transaction Type
- The elements related to the execution of the Validation Service (such as the identification of the authorisation means used, time stamp, identifier of the Validation Service, and the result given back to the Routing Service and the associated reference)

These data must be stored as long as the e-Mandate exists, according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction. After cancellation, the validation related data must be stored by the Debtor Bank according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction.

**Starting  
day/time**

Instantly after PT-07.03.

**Information  
Output**

The validation message as described in DS-13.

**Remarks**

This description reflects business requirements and does not prescribe technical requirements as defined in the document "SEPA e-Mandate Standards".

PT-07.05 – The Creditor acknowledges receipt of the e-Mandate and sends the information on the e-Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the Core SDD Rulebook).

<b>Description</b>	<p>The Debtor Bank must forward the e-Mandate proposal after validation to the Creditor through the same channel.</p> <p>The Creditor confirms the acceptance by the Debtor Bank to the Debtor, and confirms the final approval of the Creditor to the Debtor. The Creditor must ensure that the Debtor is not able to make any changes to the e-Mandate proposal after the validation by the Debtor Bank. The Creditor must also send a confirmation message to Debtor Bank in order to confirm the receipt of the validation and the acceptance by the Creditor, through the routing service to the validation service up to the Debtor Bank.</p> <p>The e-Mandate data must be kept by the Creditor in a safe and secure environment during the existence of the e-Mandate. After cancellation, the e-Mandate must be stored by the Creditor according to the national legal requirements and as a minimum as long as the Refund period defined for an Unauthorised Transaction.</p> <p>The Creditor must send the information on the e-Mandate to the Creditor Bank as part of each transaction based on this Mandate as described in PT-04.03 in the Core SDD Rulebook.</p>
<b>Information Input</b>	<p>The validation message as described in DS-13.</p>
<b>Information Output</b>	<p>The dematerialised Mandate dataset (DS-02 in the Core SDD Rulebook) including the specific elements for e-Mandates.</p> <p>The confirmation message to the Debtor Bank (this is a technical message for which no specific business requirements are defined).</p>



#### 4.6.8 Amendment of the e-Mandate (PR-08)

PT-08.01 – The Debtor uses an electronic channel made available by of the Creditor for the completion of an e-Mandate amendment request.

**Description** The initiative to amend an e-Mandate may be taken either by the Creditor or by the Debtor. The Debtor may decide to use this service for amendment of an e-Mandate, when the service is offered by the Creditor and by the Debtor Bank.

The Creditor offering the e-Mandate service must make clear instructions available to Debtors for the use of the electronic channels for the issuing, amendment and cancellation of an e-Mandate. The Creditor must ensure that this e-Mandate submission process contains the mandatory legal wording and that the mandatory set of information is completed by the Debtor in line with the rules underneath.

A Debtor Bank offering the e-Mandate service to its Debtors must make clear instructions available to the Debtors for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the authentication means supplied by the Debtor Bank.

The Debtor must complete the necessary information on the e-Mandate template presented by the Creditor through an electronic channel. The template must reproduce the mandatory legal wording as defined in the Core Scheme Rulebook in section 4.7.2 DS-01 (Figure 12, paragraph 1) – The Mandate. The Creditor must complete the template presented to the Debtor with the data already available/known to the Creditor.

If the Creditor does not need to use the attributes “AT-38 The name of the Creditor reference party”, “AT-39 The identification code of the Creditor Reference party”, “AT-15 The name of the Debtor Reference party” and “AT-37 The identification code of the Debtor Reference Party”, it does not need to present these attributes in the template based on DS-01.

The following data must be completed by the different parties in the e-Mandate amendment template based on the layout presented in DS-01:

a. By the Creditor: (to be taken from the existing Mandate being amended)

- 20 The identification code of the SEPA Direct Debit Scheme, represented by the wording ‘SEPA Direct Debit Mandate’
- 02 The identifier of the Creditor
- 03 The name of the Creditor
- 05 The address of the Creditor
- 38 The name of the Creditor reference party (optional)
- 39 The identification code of the Creditor Reference party (optional)

- b. By the Debtor: (the attributes subject of the amendment need to be introduced)
- 14 The name of the Debtor (optional)
  - 09 The address of the Debtor (optional)
  - 27 Debtor identification code (optional)
  - 15 The name of the Debtor Reference party (optional)
  - 37 The identification code of the Debtor Reference Party (optional)
  - 13 The BIC code of the Debtor Bank (see remark underneath 1)
  - The box at the bottom of the illustration in figure 12 in the same section for placing the signature(s), must be replaced by a box where the Debtor is invited to confirm that he agrees with the amendment request (in PT-08.03)
  - It should also be mentioned that, after the Debtor has ticked this box, no further changes may be made to the e-Mandate amendment request.
- c. By the Creditor or the Debtor (depends on the option taken by the Creditor on the identifier to be used by the Debtor for identifying the Mandate to be amended)
- 08 The identifier of the underlying contract (can be made mandatory by a decision of the Creditor)
  - 01 The unique Mandate reference (can be made mandatory by a decision of the Creditor)

The Mandate process is standardised in content but not in the detailed layout of the template and not in the detailed definition of the content of the successive steps.

For the completion of '13 The BIC code of the Debtor Bank', the Creditor may offer support to the Debtor for entering the BIC code of the Debtor Bank through the use of any type of Debtor friendly access lists for facilitating the selection of the BIC of the Debtor Bank

<b>Starting day/time</b>	At the initiative of the Debtor, by using the channel made available by the Creditor.
<b>Closing day/time</b>	Immediately after the starting time (instantly).
<b>Information Output</b>	The e-Mandate request message (electronic).

PT-08.02 – After acceptance by the Creditor of the content of the amendment request made by the Debtor, the Creditor submits the e-Mandate amendment through a routing service to the validation service of the Debtor Bank.

<b>Description</b>	<p>The Creditor must submit the e-Mandate amendment request through an electronic connection to the Debtor Bank selected by the Debtor. The Creditor must do this by using a routing service made available by a Creditor Bank to connect to the validation service of the selected Debtor Bank.</p> <p>Information on the Participants in the Scheme accepting the e-Mandate feature in the role of Debtor Bank and/or in the role of Creditor Bank should be made available by CSMs or other providers of such information.</p>
<b>Starting day/time</b>	After PT-08.01 in real time connection.
<b>Closing day/time</b>	Instantly after the starting time.
<b>Information Input</b>	The e-Mandate amendment request template.
<b>Information Output</b>	The e-Mandate amendment request message after approval by the Creditor.
<b>Remarks</b>	This description reflects business requirements and does not prescribe technical requirements as defined in the document ‘SEPA e-Mandate Standards’.

PT-08.03 – The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate amendment request.

**Description** A Debtor Bank offering this optional service to its Debtors must give clear instructions to the Debtor for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The term “authentication” is defined here as the act by the Debtor Bank of ensuring that the e-Mandate is duly authorised by the Debtor or a person properly acting on the Debtor’s behalf. Authentication is composed of personalised device(s) and/or set of procedures, including its personalised security features and is used by the Debtor for the issuing, amendment or cancellation of an e-Mandate.

The Debtor must use the authentication means offered by the Debtor Bank and follow the instructions of the Debtor Bank, when authenticating the e-Mandate amendment. The Debtor Bank must make these instructions for correct use available to its Debtors before the use of the e-Mandate feature.

The Debtor must follow the instructions given by the Debtor Bank and enter the identifiers required by the Debtor Bank in the template presented by the Debtor Bank. The template must reproduce the mandatory legal wording as defined in the Core Scheme Rulebook in section 4.7.2 DS-01 – The Mandate together with the data of the e-Mandate amendment request as received from the Creditor in the e-Mandate request message. The Debtor must explicitly confirm his agreement with the e-Mandate amendment request by ticking an ‘approval’ box in the template.

The Debtor Bank must provide for the possibility that the Debtor may wish to determine a particular account to be debited in respect of Collections made under the given e-Mandate. How this is realised is left open to the Debtor Bank. Some examples are set out below:

- the Debtor Bank may enter the IBAN of the account to be debited , in this case the Debtor Bank should check that the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose an account, for which the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose a list of accounts, for which the Debtor is authorised to give access to the account specified, followed by a selection of one of these accounts by the Debtor

The Debtor Bank must check that the mandatory attributes are present in the Mandate amendment received and in line with the requirements of the attributes specific to the Debtor Bank and known by the Debtor Bank, such as the existence of the BIC code of the Debtor Bank.

**Starting day/time** Instantly after PT-08.02

**Information Input** The e-Mandate request message (DS-12) and the data entered by the Debtor.

**Information Output** The e-Mandate request message completed with the decision of the Debtor Bank.

PT-08.04 – The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.

**Description**

The Debtor Bank must execute the validation service as follows:

- decide on whether the authentication means have been correctly used
- conclude that the circumstances of the use of the authentication means appear to be correct on the basis of the information available to the Debtor Bank, i.e. they are not stolen, lost or subject to counterfeit risks
- check the BIC code present in the e-Mandate request message received is a valid BIC code applicable to the Debtor Bank
- decide whether the access right of the person who is the legitimate owner of the authentication means has been used in a correct way in respect of the account to be debited

The Debtor Bank is not obliged to check other data elements of the e-Mandate, and cannot be held liable for incoherence in the e-Mandate, such as the difference between the name and/or address of the Debtor as known in the books of the Debtor Bank compared with the name and/or address as specified by the Debtor in the e-Mandate data.

The result of the validation service can be:

- Either a negative response to the validation request made, if any of the checks mentioned above fail.
- Or a positive response to the validation request made when all the checks mentioned above are successfully executed with a positive result.

As a next step, the Debtor Bank must communicate this result, through the Creditor Bank's routing service having initiated the validation request, up to the requesting Creditor and to the initiating person ( i.e. Debtor or an authorised person). The Debtor Bank must complete the request with the following information:

- 60 The reference of the validation made by the Debtor Bank

The Debtor Bank must store the following electronic data related to the validation service in order to be able to provide this data to allow reconciliation with the same elements held by the Creditor. This data constitutes proof that the validation service has been executed. The Debtor Bank is under no obligation to execute any checking on other data elements than those set out below:

The Account Number of the Debtor (IBAN)  
 BIC Code of the Debtor Bank  
 The Identification Code of the Scheme  
 The Unique Mandate Reference (if provided)  
 The Identifier of the Creditor  
 The Name of the Creditor  
 The Transaction Type

The elements related to the execution of the Validation Service (such as the identification of the authorisation means used, time stamp, identifier of the Validation Service, and the result given back to the Routing Service and the associated reference)

These data must be stored as long as the e-Mandate exists, according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction. After cancellation, the validation related data must be stored by the Debtor Bank according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction.

**Starting  
day/time**

Instantly after PT-07.03

**Information  
Output**

The e-Mandate amendment related validation message as described in DS-13.

**Remarks**

This description reflects business requirements and does not prescribe technical requirements as defined in the document "SEPA e-Mandate Standards".

PT-08.05 – The Creditor acknowledges receipt of the e-Mandate amendment and sends the information on the e-Mandate amendment to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the Core SDD Rulebook).

<b>Description</b>	<p>The Debtor Bank must forward the e-Mandate amendment request after validation to the Creditor through the same channel.</p> <p>The Creditor confirms the acceptance by the Debtor Bank to the Debtor, and confirms the final approval of the Creditor to the Debtor. The Creditor must ensure that the Debtor is not able to make any changes to the e-Mandate amendment request after the validation by the Debtor Bank. The Creditor must also send a confirmation message to Debtor Bank in order to confirm the receipt of the validation and the acceptance by the Creditor, through the routing service to the validation service up to the Debtor Bank.</p> <p>The e-Mandate amendment data must be kept by the Creditor in a safe and secure environment during the existence of the e-Mandate. After cancellation, the e-Mandate amendment must be stored by the Creditor according to the national legal requirements and as a minimum as long as the Refund period defined for an Unauthorised Transaction.</p> <p>The Creditor must send the information on the e-Mandate amendment to the Creditor Bank as part of each transaction based on this Mandate as described in PT-04.03 in the Core SDD Rulebook.</p>
<b>Information Input</b>	<p>The e-Mandate amendment related Debtor validation message as described in DS-13.</p>
<b>Information Output</b>	<p>The dematerialised Mandate dataset (DS-02 in the Core SDD Rulebook) including the specific elements for e-Mandates.</p> <p>The confirmation message to the Debtor Bank (this is a technical message for which no specific business requirements are defined).</p>

#### 4.6.9 Cancellation of the e-Mandate (PR-09)

PT-09.01 – The Debtor uses an electronic channel made available by of the Creditor for the completion of an e-Mandate cancellation request.

**Description** The initiative to cancel an e-Mandate may be taken either by the Creditor or by the Debtor. The Debtor may decide to use this service for cancellation of an e-Mandate, when the service is offered by the Creditor and by the Debtor Bank.

The Creditor offering the e-Mandate service must make clear instructions available to Debtors for the use of the electronic channels for the issuing, amendment and cancellation of an e-Mandate. The Creditor must ensure that this e-Mandate submission process contains the mandatory legal wording and that the mandatory set of information is completed by the Debtor in line with the rules underneath.

A Debtor Bank offering the e-Mandate service to its Debtors must make clear instructions available to the Debtors for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The Debtor must complete the mandatory information on the e-Mandate template presented by the Creditor through an electronic channel. The template must reproduce the mandatory legal wording as defined in the Core Scheme Rulebook in section 4.7.2 DS-01 (Figure 12, paragraph 2) – The Mandate. The Creditor must complete the template presented to the Debtor with the data already available/known to the Creditor.

If the Creditor does not need to use the attributes “AT-38 The name of the Creditor reference party”, “AT-39 The identification code of the Creditor Reference party”, “AT-15 The name of the Debtor Reference party” and “AT-37 The identification code of the Debtor Reference Party”, he does not need to present these attributes in the template based on DS-01.

The following data must be completed by the different parties in the e-Mandate template based on the layout presented in DS-01:

a. By the Creditor: (to be taken from the existing Mandate being cancelled)

- 20 The identification code of the SEPA Direct Debit Scheme, represented by the wording ‘SEPA Direct Debit Mandate’
- 01 The unique Mandate reference
- 02 The identifier of the Creditor
- 03 The name of the Creditor
- 05 The address of the Creditor
- 38 The name of the Creditor reference party (optional)
- 39 The identification code of the Creditor Reference party (optional)



b. By the Debtor:

- only the decision on the cancellation must be introduced
- 13 The BIC code of the Debtor Bank (see remark underneath)
- The box at the bottom of the illustration in figure 12 in the same section for placing the signature(s), must be replaced by a box where the Debtor is invited to confirm that he agrees with the cancellation (in PT-09.03)
- It should also be mentioned that, after the Debtor has ticked this box, no further changes may be made to the e-Mandate cancellation.

c. By the Creditor or the Debtor (depends on the option taken by the Creditor on the identifier to be used by the Debtor for identifying the Mandate to be amended)

- 08 The identifier of the underlying contract (can be made mandatory by a decision of the Creditor)
- 01 The unique Mandate reference (can be made mandatory by a decision of the Creditor)

The Mandate process is standardised in content but not in the detailed layout of the template and not in the detailed definition of the content of the successive steps.

For the completion of '13 The BIC code of the Debtor Bank', the Creditor may offer support to the Debtor for entering the BIC code of the Debtor Bank through the use of any type of Debtor friendly access lists for facilitating the selection of the BIC of the Debtor Bank

<b>Starting day/time</b>	At the initiative of the Debtor, by using the channel made available by the Creditor.
<b>Closing day/time</b>	Instantly after the starting time.
<b>Information Output</b>	The e-Mandate cancellation request message (electronic).

PT-09.02 – After acceptance by the Creditor of the content of the cancellation request made by the Debtor, the Creditor submits the e-Mandate cancellation through a routing service to the validation service of the Debtor Bank.

<b>Description</b>	<p>The Creditor must submit the e-Mandate cancellation request through an electronic connection to the Debtor Bank selected by the Debtor. The Creditor must do this by using a routing service made available by a Creditor Bank to connect to the validation service of the selected Debtor Bank.</p> <p>Information on the Participants in the Scheme accepting the e-Mandate feature in the role of Debtor Bank and/or in the role of Creditor Bank should be made available by CSMs or other providers of such information.</p>
<b>Starting day/time</b>	After PT-09.01 in real time connection.
<b>Closing day/time</b>	Instantly after the starting time.
<b>Information Input</b>	The e-Mandate cancellation request template.
<b>Information Output</b>	The e-Mandate cancellation request message after approval by the Creditor.
<b>Remarks</b>	This description reflects business requirements and does not prescribe technical requirements as defined in the document: 'SEPA e-Mandate Standards'.

PT-09.03 – The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate cancellation request.

<b>Description</b>	<p>A Debtor Bank offering this optional service to its Debtors must give clear instructions to the Debtor for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.</p> <p>The term “authentication” is defined here as the act by the Debtor Bank of ensuring that the e-Mandate is duly authorised by the Debtor or a person properly acting on the Debtor’s behalf. Authentication is composed of personalised device(s) and/or set of procedures, including its personalised security features and is used by the Debtor for the issuing, amendment or cancellation of an e-Mandate.</p> <p>The Debtor must use the authentication means offered by the Debtor Bank and follow the instructions of the Debtor Bank, when authenticating the e-Mandate cancellation. The Debtor Bank must make these instructions for correct use available to its Debtors before the use of the e-Mandate feature.</p> <p>The Debtor must follow the instructions given by the Debtor Bank and enter the identifiers required by the Debtor Bank in the template presented by the Debtor Bank. The template must reproduce the mandatory legal wording as defined in the Core Scheme Rulebook in section 4.7.2 DS-01 – The Mandate together with the data of the e-Mandate cancellation request as received from the Creditor in the e-Mandate request message. The Debtor must explicitly confirm his agreement with the e-Mandate cancellation by ticking an ‘approval’ box in the template.</p> <p>The Debtor Bank must provide for the possibility that the Debtor may wish to determine a particular account to be debited in respect of the Collections under the given e-Mandate. How this is realised is left open to the Debtor Bank. Some examples are set out below:</p> <ul style="list-style-type: none"> <li>• the Debtor Bank may enter the IBAN of the account to be debited, in this case the Debtor Bank should check that the Debtor is authorised to give access to the account specified</li> <li>• the Debtor Bank may propose an account, for which the Debtor is authorised to give access to the account specified</li> <li>• the Debtor Bank may propose a list of accounts, for which the Debtor is authorised to give access to the account specified, followed by a selection of one of these accounts by the Debtor</li> </ul> <p>The Debtor Bank must check that the mandatory attributes are present in the e-Mandate cancellation received and in line with the requirements of the attributes specific to the Debtor Bank and known by the Debtor Bank, such as the existence of the BIC code of the Debtor Bank.</p>
<b>Starting day/time</b>	Instantly after PT-09.02.
<b>Information Input</b>	The e-Mandate request message (DS-12) and the data entered by the Debtor.
<b>Information Output</b>	The e-Mandate request message completed with the decision of the Debtor Bank.

PT-09.04 – The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.

**Description**

The Debtor Bank must execute the validation service as follows:

- decide on whether the authentication means have been correctly used
- conclude that the circumstances of the use of the authentication means appear to be correct on the basis of the information available to the Debtor Bank, i.e. they are not stolen, lost or subject to counterfeit risks
- check the BIC code present in the e-Mandate request message received is a valid BIC code applicable to the Debtor Bank
- decide on whether the access right of the person who is the legitimate owner of the authentication means has been used in a correct way in respect of the account to be debited.

The Debtor Bank is not obliged to check on other data elements of the e-Mandate, and cannot be held liable for incoherence in the e-Mandate, such as the difference between the name and/or address of the Debtor as known in the books of the Debtor Bank compared with the name and/or address as specified by the Debtor in the e-Mandate data.

The result of the validation service can be:

- Either a negative response to the validation request made, if any of the checks mentioned above fail.
- Or a positive response to the validation request made when all the checks mentioned above are successfully executed with a positive result.

The Debtor Bank must store the following electronic data related to the validation service in order to be able to provide this data to allow reconciliation with the same elements held by the Creditor. This data constitutes proof that the validation service has been executed. The Debtor Bank is under no obligation to execute any checking on other data elements than those set out below:

- 60 The reference of the e-Mandate cancellation related validation made by the Debtor Bank

The Debtor Bank must store the following electronic data related to the validation service, constituting the elements of proof of the execution of the validation service, in order to be able to provide these data to allow reconciliation with the same elements held by the Creditor:

Number of the Debtor (IBAN)  
 Name of the Debtor Bank  
 Identification Code of the Scheme  
 Mandate Reference (if provided)  
 Name of the Creditor  
 Address of the Creditor  
 Mandate Type

The elements related to the execution of the Validation Service (such as the identification of the authorisation means used, time stamp, identifier of the Validation Service, and the result given back to the Routing Service and the associated reference).

These data must be stored as long as the e-Mandate exists, according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction. After cancellation, the validation related data must be stored by the Debtor Bank according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction

<b>Starting day/time</b>	Instantly after PT-09.03.
<b>Information Output</b>	The e-Mandate validation message as described in DS-13.
<b>Remarks</b>	This description reflects business requirements and does not prescribe technical requirements as defined in the document 'SEPA e-Mandate Standards'.

PT-09.05 – The Creditor acknowledges receipt of the e-Mandate cancellation and sends the information on the e-Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the Core SDD Rulebook).

<b>Description</b>	<p>The Debtor Bank must forward the e-Mandate cancellation request after validation to the Creditor through the same channel.</p> <p>The Creditor confirms the acceptance by the Debtor Bank to the Debtor, and confirms the final approval of the Creditor to the Debtor. The Creditor must ensure that the Debtor is not able to make any changes to the e-Mandate cancellation request after the validation by the Debtor Bank. The Creditor must also send a confirmation message to Debtor Bank in order to confirm the receipt of the validation and the acceptance by the Creditor, through the routing service to the validation service up to the Debtor Bank.</p> <p>The e-Mandate cancellation data must be kept by the Creditor in a safe and secure environment during the existence of the e-Mandate. After cancellation, the e-Mandate must be stored by the Creditor according to the national legal requirements and as a minimum as long as the Refund period defined for an Unauthorised Transaction.</p> <p>The Creditor must send the information on the e-Mandate cancellation to the Creditor Bank as part of each transaction based on this Mandate as described in PT-04.03 in the Core SDD Rulebook.</p>
<b>Information Input</b>	The e-Mandate cancellation-related validation message as described in DS-13.
<b>Information Output</b>	<p>The dematerialised Mandate dataset (DS-02 in the Core SDD Rulebook) including the specific elements for e-Mandates.</p> <p>The confirmation message to the Debtor Bank (this is a technical message for which no specific business requirements are defined).</p>

## 4.7. Business Requirements for Datasets

### 4.7.1 New Data Requirements

**DS-12** The e-Mandate request message.

**DS-13** The validation message.

**Remark:** The confirmation message described in PT-07.05, PT-08.05 and PT-09.05 is not described here, as it is a technical message without a specific business content.

### 4.7.3 Changes in DS-02 - The Dematerialised Mandate

**Description** This dataset contains all the mandatory attributes that must be registered in an electronic File to be kept by the Creditor, for the purposes of the execution of the SEPA Direct Debit processes, such as preparing the Collections according to DS-03. Attributes are mandatory unless otherwise indicated.

**Additional attributes**

- 60 The reference of the validation made by the Debtor Bank
- 17 The type of Mandate (paper, e-Mandate).

### 4.7.4 Changes in DS-03 – Customer to Bank Collection

**Description:** The Creditor must supply the following attributes. Attributes known by the Creditor Bank may be completed by the Creditor Bank. This is a matter between the Creditor and the Creditor Bank. Attributes are mandatory unless otherwise indicated.

**Additional attributes**

- 60 The reference of the validation made by the Debtor Bank.
- 17 The type of Mandate (paper, e-Mandate).

### 4.7.5 Changes in DS-04 – The Inter-bank Collection

**Description** This dataset contains all the mandatory information items imposed by the Scheme for the Creditor Bank to send this instruction to the Debtor Bank through the CSM. It is also called “Collection” in the Rulebook. This dataset will be present in the successive process steps of Process 04, starting from step 03 and must be forwarded by all actors up to the Debtor Bank. Attributes are mandatory unless otherwise indicated.

**Additional attributes**

- 60 The reference of the validation made by the Debtor Bank (if present in DS-03).
- 17 The type of Mandate (paper, e-Mandate).

#### 4.7.12 Dataset specific for use with e-Mandates: DS-12 – The e-Mandate proposal /request message

<b>Description</b>	This message describes the data needed in the message sent by the Creditor through the routing service to the Debtor Bank for requesting the validation service from the Debtor Bank. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<ul style="list-style-type: none"> <li>• 01 The unique Mandate reference</li> <li>• 20 The identification code of the Scheme</li> <li>• 29 The message type submitted in the Debtor validation request (issuing, amendment, cancellation)</li> <li>• 14 The name of the Debtor</li> <li>• 09 The address of the Debtor</li> <li>• 27 Debtor identification code (optional)</li> <li>• 15 The name of the Debtor Reference Party (optional)</li> <li>• 37 The identification code of the Debtor Reference Party (optional)</li> <li>• 03 The name of the Creditor</li> <li>• 02 The identifier of the Creditor</li> <li>• 05 The address of the Creditor</li> <li>• 38 The name of the Creditor reference party (optional)</li> <li>• 39 The identification code of the Creditor Reference party (optional)</li> <li>• 13 The BIC code of the Debtor Bank</li> <li>• 08 The identifier of the underlying contract (optional)</li> <li>• 21 The transaction type (recurrent, one-off)</li> <li>• 17 The type of Mandate</li> <li>• 24 The reason for 'amendment/replacement of the account in another Bank' of the Mandate (only for amendments and for issuing moving the account to be debited to another Debtor Bank)</li> </ul>
<b>Remarks</b>	These attributes reflect business requirements and do not prescribe fields in the logical or physical layers of the SEPA e-Mandate Standards.

#### 4.7.13 Dataset specific for use with e-Mandates: DS-13 – The validation message

<b>Description</b>	This message describes the data to be sent back by the Debtor Bank to the Creditor through the validation service and the connections between the Routing Service and the Validation Service. Attributes are mandatory unless otherwise indicated.
<b>Attributes contained</b>	<p>Data from the request step:</p> <ul style="list-style-type: none"> <li>• 01 The unique Mandate reference</li> <li>• 20 The identification code of the Scheme</li> <li>• 29 The message type submitted in the Debtor validation request (issuing, amendment, cancellation)</li> <li>• 14 The name of the Debtor</li> <li>• 09 The address of the Debtor</li> <li>• 27 Debtor identification code (optional)</li> <li>• 15 The name of the Debtor Reference Party (optional)</li> <li>• 37 The identification code of the Debtor Reference Party (optional)</li> <li>• 03 The name of the Creditor</li> <li>• 02 The identifier of the Creditor</li> <li>• 05 The address of the Creditor</li> <li>• 38 The name of the Creditor reference party (optional)</li> <li>• 39 The identification code of the Creditor Reference party (optional)</li> <li>• 13 The BIC code of the Debtor Bank</li> <li>• 07 The account number (IBAN) of the account of the Debtor to be debited</li> <li>• 08 The identifier of the underlying contract (optional)</li> <li>• 21 The transaction type (recurrent, one-off)</li> <li>• 17 The type of Mandate</li> <li>• 25 The Date of the validation by the Debtor Bank</li> <li>• 24 The reason for 'amendment/replacement of the account in another Bank' of the Mandate (only for amendments and for issuing moving the account to be debited to another Debtor Bank)</li> </ul> <p>and specific response related data added in the reply step:</p> <ul style="list-style-type: none"> <li>• 61 The result of the validation</li> <li>• 60 The reference of the validation made by the Debtor Bank</li> </ul>
<b>Remarks</b>	These attributes reflect business requirements and do not prescribe fields in the logical or physical layers of the SEPA e-Mandate Standards.

### 4.8 Business Requirements for Attributes

#### 4.8.1 Attributes specific for use with e-Mandates:

AT-29 The message type submitted in the validation request (issuing, amendment, cancellation)

AT-60 The reference of the validation made by the Debtor Bank

AT-61 The result of the validation



#### **4.8.18 AT-17 - The type of Mandate (paper, e-Mandate)**

**Description:** The type of Mandate allows distinction between a Mandate issued in paper in accordance with the rules of the Core Scheme Rulebook and a Mandate issued as an e-Mandate under the rules of the optional e-Mandate service described in Annex VII of this Rulebook.

#### **4.8.27 bis AT-29 - The message type submitted in the Debtor validation request (issuing, amendment, cancellation)**

**Description:** This code indicates that the message submitted in the validation request by the Creditor to the Debtor Bank is of one of the types listed below.

**Value** Issuing of an e-Mandate.

**range:** Amendment of an e-Mandate.

Cancellation of an e-Mandate.

#### **4.8.50 bis AT-60 – The reference of the validation made by the Debtor Bank**

**Description:** This reference is given by the Debtor Bank to the e-Mandate after execution of the Debtor validation of the issuing/amendment/cancellation of the e-Mandate. It is received by the Creditor at the receipt of the result of the validation. It is stored by the Creditor as part of the Mandate data. It is transmitted as part of each Collection to the Creditor Bank up to the Debtor Bank. The Creditor or any other party must supply this reference to the Debtor Bank when a copy of the validation related data is requested from the Debtor Bank.

#### **4.8.50 ter AT-61 - The result of the Debtor validation**

**Description:** This code provides the reply of the Debtor Bank on the validation service requested by the Creditor.

**Value range:** 'Yes 'or 'No'

## **5. RIGHTS AND OBLIGATIONS OF ALL PARTICIPANTS**

### **5.3 Access to the e-Mandate Process feature**

Regarding the e-Mandate feature, it is proposed that each Participant in the Core Scheme in the capacity of Debtor Bank may offer services relating to the e-Mandate feature in the capacity of Debtor Bank, or in the capacity of Creditor Bank, or both. However, where a Debtor Bank does not offer e-Mandate services, no obligations in this Rulebook relating to e-Mandates shall apply to the Creditor Bank in respect of Collections vis-à-vis that Debtor Bank.

### **5.7 Obligations of a Creditor Bank**

The e-Mandate service changes the following obligations for the Creditor Bank:

1. Replacement of point 'I' in the Core Scheme Rulebook in section 5.7:

In respect of each of its Creditors, a Creditor Bank shall:

1. upon request by a Debtor Bank to whom it has sent a Collection (including any Collection which has become subject to a Reject), seek where necessary any relevant information and, if requested, a copy of the relevant Mandate data, from the Creditor and provide to the Debtor Bank without undue delay such information relating to the relevant Collection and Mandate as has been made available to it by the relevant Creditor

2. Replacement of point 'ix' in the Core Scheme Rulebook in section 5.7:

A Creditor Bank shall oblige each of its Creditors, in accordance with the relevant requirements set out in the Rulebook:

- ix. without delay, to provide the Creditor Bank with information relating to its Collections and Mandates, and a copy of the relevant Mandate data, when requested by the Creditor Bank

3. Addition of the following obligations for the Creditor Bank:

A Creditor Bank shall oblige each of its Creditors, in accordance with the relevant requirements set out in the Rulebook:

- xii. not to take a claim against a Debtor Bank for any losses arising from an unauthorised transaction, where the Creditor alleges that the Debtor Bank has non-contractual obligations to conduct validation procedures beyond those set out in PT-07.04

### **5.8 Obligations of a Debtor Bank**

The e-Mandate service adds the following obligations for the Debtor Bank:

In respect of each of its Debtors, a Debtor Bank shall:

1. ensure that it and/or a Debtor Validation Service Provider correctly validates the authentication means and account access right of the Debtor at the issuing or last amendment of the e-Mandate in accordance with the relevant provisions of the Rulebook

m. store electronic data related to the Debtor Validation Service which constitute the elements of proof of the execution of the Debtor Validation Service in accordance with the relevant provisions of the Rulebook

n. upon request by a Debtor or a Creditor Bank from whom it has received a Collection (including any Collection which has become subject to a Reject), seek, if requested, a copy of the electronic data relevant for the execution and the correctness of the Debtor validation

o. without delay, if requested by a Debtor in respect of whom a Collection has been received, seek all relevant information and a copy of the relevant Mandate data from the Creditor Bank and provide to the Debtor without undue delay such information relating to the relevant Mandate as has been made available to it by the relevant Creditor Bank

A Debtor Bank shall oblige each of its Debtors, in accordance with the relevant requirements set out in the Rulebook:

iv. to oblige its Debtors to notify the loss, theft, counterfeit or any fraudulent use by other parties of the authentication means available to the Debtor for initiating e-Mandates.

## **5.9 Indemnity and Limitation of Liability**

The e-Mandate service changes the provisions of section 5.9 of the Core Scheme Rulebook:

Replacement of section 5.9.1:

### **5.9.1 No-fault Reimbursement of Refunds or Returns**

(a) Subject to (b) and (c) below, in respect of each SEPA Direct Debit which is the subject of a Collection received by a Debtor Bank from a Creditor Bank, such Creditor Bank shall indemnify the Debtor Bank in respect of:

(i) Any amount paid by the Debtor Bank to the Debtor by way of Refund and Refund compensation as set out in PT-04.16; or

(ii) The amount of any Collection subject to a Return

(b) A Creditor Bank shall not be liable to indemnify the Debtor Bank in respect of any amount paid by the Debtor Bank to the Debtor by way of Refund in respect of an unauthorised transaction where the Debtor Bank had not correctly carried out the checks listed in PT-07.04.

(c) In respect of any unauthorised payment transaction to which Article 61(1) of the Payment Services Directive applies, the Creditor Bank shall be obliged to indemnify the Debtor Bank only in respect of the amount the Debtor Bank is required to pay to the Debtor under the laws applicable to that Debtor Bank.

## 7 TERMS USED IN THIS ANNEX

Definitions taken from other documents are acknowledged. Terms defined elsewhere in this document are not repeated here, but only referenced.

	<b>Definition</b>
<b>Authentication</b>	<i>Defined in section 4.6.7 of this Annex</i>
<b>e-Mandate</b>	<i>Defined in section 1.3 and 4.1 of Annex VII</i>
<b>e-Mandate proposal</b>	<i>A proposal for issuing an e-Mandate (see above) as initiated by the Debtor on the Website of the Creditor</i>
<b>e-Mandate request</b>	<i>A request for amendment or cancellation of an e-Mandate (see above) as initiated by the Debtor on the Website of the Creditor</i>
<b>Providers of routing services</b>	<i>Defined in section 3.1 of this Annex</i>
<b>Providers of validation services</b>	<i>Defined in section 3.1 of this Annex</i>
<b>SEPA e-Mandate standards</b>	<i>Defined in section 0.5.2 of the Rulebook</i>

## **Annex VIII – Major differences in the SEPA Core Direct Debit Scheme between the use of Paper Mandates or e-Mandates**

**THIS ANNEX IS NOT A PART OF THE RULEBOOK AND IS INCLUDED IN THE RULEBOOK FOR INFORMATION PURPOSES ONLY**

## Background information

This annex documents the major differences in the Core SEPA Direct Debit Scheme resulting from the use of paper mandates or the alternative use of e-Mandates as described in the Annex VII.

It is intended for those interested in knowing the main differences due to the use of e-Mandates under the Core Scheme. It does not contain an exhaustive list of all the detailed differences in the Rulebook.

## Major Differences

Aspect	Core Scheme – paper mandates	Core Scheme – e-Mandates
<b>1. On adherence by banks</b>		
1.1 As a debtor bank	Reachability is a key requirement for the Scheme, so all banks in SEPA should adhere as a debtor bank	1. As the e-Mandate service is optional, adherence as a debtor bank is optional.  2. Only banks adhering to the Core SDD Scheme are allowed to adhere to the optional e-Mandate service
1.2 As a creditor bank	Optional. Only available to banks adhering as debtor bank.	1. Optional. It is optional for banks to adhere as a creditor bank, or as a debtor bank, or in both roles.  2. Only banks adhering to the Core SDD Scheme are allowed to adhere to the optional e-Mandate service.
<b>2. The Mandate issuing process</b>		
2.1 Parties involved	The creditor and the debtor only, banks are not involved	The creditor, the debtor, the creditor bank for the routing service and the debtor bank for the validation service
2.2 The physical nature of the mandate	In paper	An electronic document
2.3 The dematerialisation of the mandate	Is a role of the creditor	Is not needed, as the mandate only exists as an electronic document
<b>3. The Mandate amendment and cancellation process</b>		
3.1 Amendment	Amendment through an electronic channel may be offered by the creditor	Amendment through an electronic channel is a mandatory service for a creditor who offers the e-mandate issuing service. An amendment by paper is also allowed by the scheme.

3.2 Cancellation	Cancellation through an electronic channel may be offered by the creditor	Cancellation through an electronic channel is a mandatory service for a creditor who offers the e-mandate issuing service. A cancellation by paper is also allowed by the scheme.
3.3 Need to inform the Debtor Bank on Mandate cancellations	NA	NA
<b>4. The obligation to provide a copy of a mandate when requested</b>		
4.1 Storage obligation	The creditor must store the mandates as long as required by national law	The creditor and the debtor bank must store the part of the electronic mandate which they are required to store by the applicable national law
4.2 Obligation to provide a copy of the mandate	The creditor must make a copy of the mandate available when requested	The creditor and the debtor bank must make a copy available, when requested, of the part of the mandate which they are obliged to store
<b>5. Refund procedures</b>		
5.1 Claims initiated by the debtor during the eight weeks period from being debited	No checking obligation for the debtor bank	No checking obligation for the debtor bank.  However, a creditor having information that the debtor and/or the debtor bank made a mistake in the mandate issuing process, can use a scheme procedure to send a claim for reimbursement to the debtor bank
5.2 Claims initiated by the debtor after the eight weeks period up to 13 months after being debited	The debtor bank may request a copy of the mandate from the creditor for examining the elements of the debtor's claim against the mandate copy	The debtor bank must check if any error has been made by the debtor and/or the debtor bank related to the mandate issuing, before sending a request for a copy of the mandate data to the creditor.
<b>6. Liability of the debtor bank</b>		
6.1 For refunds during the eight weeks period	The debtor bank may always recover the refund from the creditor bank	The debtor bank may always recover the refund from the creditor bank. The creditor may initiate a request for reimbursement

6.2 For refund after the eight weeks period	The debtor bank may recover the refund from the creditor bank, when the debtor bank concludes that the claim is justified	The debtor bank may recover the refund from the creditor bank, when the debtor bank concludes that the claim is justified and that neither the debtor nor the debtor bank made errors in the e-mandate issuing process.
<b>7. XML Messages</b>		
7.1 New attribute (17) in the collection messages	Indicates the use of a paper mandate	Indicates the use of an e-Mandate
7.2 New messages DS-12 and DS-13	Not applicable	New messages supporting the e-Mandate service:  DS-12 sent by the routing to the validation service  DS-13 answer from the validation service to the routing service



# **Annex IX to the Core SDD RB V6.1**

## **Advance Mandate Information**

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## INTRODUCTION

The Core Scheme provides a period of 5 days for making first collections available to Debtor Banks. For successive payments this period is limited to 2 days. The reason for the initial longer period is to allow Debtor Banks to execute checking services in relation to the Debtor.

The optional feature described in this annex applies only to paper mandates and allows the Creditor to send the mandate-related information in a separate message earlier than the first collection once the mandate has been signed by the Debtor and dematerialised by the Creditor. As an additional service (out of scope for the Rulebook) this feature allows Debtor Banks to inform Debtors about newly received mandate-related information in order to be able to offer additional services, such as the possibility to block or reject a Mandate, to limit it (e.g. maximum amount), to reject all collections before explicit acceptance by the Debtor, etc.

In the Core SDD Scheme – without using this feature - Debtor Banks are only able to communicate this mandate-related data when the first collection has been received by the Debtor bank, whilst in fact the data of most mandates is available earlier, as of the signing of the Mandate, which generally happens at the same time as the signing of the underlying contract.

The description of the AMI feature is contained in the following documents:

- This annex to the Core SDD Scheme Rulebook
- The appropriate (ISO 20022) XML message standards for the AMI messages are presented in a separate Implementation Guidelines document.

## 0. DOCUMENT INFORMATION

### 0.5 Other Related Documents

In addition to the other related documents referred to in the Rulebook there are additional key documents which are necessary for the Scheme to become operational:

#### 0.5.2 SEPA Direct Debit Scheme Implementation Guidelines

Additional SEPA Core Direct Debit Scheme Implementation Guidelines are provided for the AMI feature.

#### 0.5.3 Exchange Mechanism (EM)

An Exchange Mechanism (“EM”) is to be understood as the means by which the AMI messages are exchanged between the Creditor Bank and the Debtor Bank.

# **1. VISION & OBJECTIVES**

## **1.3 Objectives**

The objectives of this optional feature in the Core SDD Scheme are:

- to allow the Debtor Bank (as part of an additional optional service, AOS) to inform the Debtor about the mandate related information presented by the Creditor at an early stage
- To allow the Debtor to challenge the content of the Mandate
- to enable the Creditor to gain more certainty on the status of the Debtor's account at an early stage.
- 

# **2 SCOPE OF THE FUNCTIONALITY**

## **2.2 Nature of the feature**

The “Advance Mandate Information” feature (“AMI”) allows the Creditor to provide Mandate related information to the Debtor Bank independently of a Collection, from the moment that the Mandate has been signed by the Debtor and dematerialised by the Creditor. The use of the feature does not prejudice on any rights or obligations arising from a subsequent Collection.

The AMI feature enables the Debtor Bank to perform in advance the controls it would otherwise carry out upon receipt of the first collection, for example existence of the account, SDD refusal notified by the Debtor etc. Consequently, the feature will enable the Creditor to gain more certainty on the status of the Debtor's account at an early stage. Any information provided by the Debtor Bank to the Creditor Bank and / or to the Creditor must be agreed by the Debtor in accordance with the relevant legislation.

The feature will allow the Debtor Bank, as part of an AOS that the Debtor Bank may offer to the Debtor, to inform the Debtor about mandate-related information presented by the Creditor in an early stage, before the presentation of the first collection.

The feature will allow the Debtor Bank, as part of an AOS that the Debtor Bank may offer to the Debtor, to be informed on the Debtor's disagreement with the mandate related information presented by the Creditor.

## **2.6 Reachability**

For Core SDD Scheme Participants, the usage of the AMI feature in the role of Debtor Bank is optional. A Debtor Bank may require that a service level agreement with the Creditor Bank needs to be in place to define the prerequisites required for reachability. The usage of the AMI feature by a Creditor Bank is also optional for Scheme Participants acting as a Creditor Bank in the Core SDD Scheme, but only when the Scheme Participant is offering the feature as a Debtor Bank.

## 4. BUSINESS AND OPERATIONAL RULES

### 4.1 The Mandate

The following diagram gives a schematic overview of the main actors and their interaction in the issuing of the Mandate.

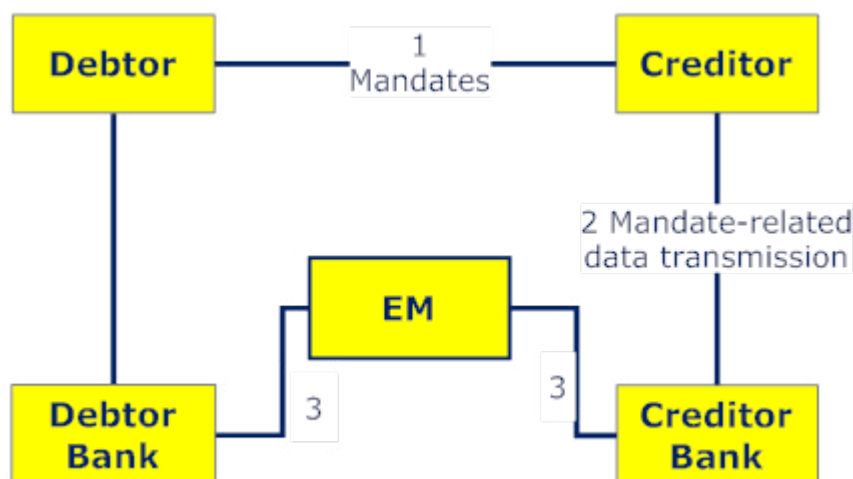


Figure 2: 4-Corner Model – Mandate

- After having received the Mandate from the Debtor, and after dematerialisation of the Mandate data, the Creditor sends the Mandate related information to the Creditor Bank in an AMI request.
- The Creditor Bank sends the AMI request to the Debtor Bank via an exchange mechanism (“EM”) selected by both the Creditor Bank and the Debtor Bank. The selected EM will process the AMI request and forward it to the Debtor Bank. The Creditor Bank must ensure that the Debtor Bank receiving the request participates in the usage of this feature.
- The Debtor Bank receives the AMI request, executes the necessary controls as described in this Annex, and provides an answer to the request completed with the appropriate reason code defined in AT-R9.
- The Debtor Bank may, as part of the AOS the Debtor Bank may offer to the Debtor, collect the Debtor’s disagreement to the mandate(s).

#### 4.3.3. Cut off times

Debtor Banks must respond to the Creditor Bank at the latest 10 Inter-Bank Business Days after the reception of the AMI request.

#### 4.3.5 Charging principles

The Debtor Bank may charge the Creditor Bank on a bilateral basis for the service of the verification of the AMI request and the return of the answer. The basis and level of charges



are entirely a matter for the Scheme Participants to agree on, out of the scope of the Scheme.

## **4.5 Process Descriptions**

The following process is added to the Scheme when the optional AMI feature is used:

### **PR-10 Advance Mandate Information**

#### **4.5.7 Advance Mandate Information (PR-10)**

- PT-10.01** Creditor initiates the AMI request (linked to PT-01.03)
- PT-10.02** Creditor Bank provides the AMI request to the EM
- PT-10.03** EM provides the AMI request to the Debtor Bank
- PT-10.04** Debtor Bank processes the AMI request, executes the controls and forwards the answer to the EM
- PT-10.05** The EM forwards the answer to the Creditor Bank
- PT-10.06** The Creditor Bank provides the answer to the Creditor

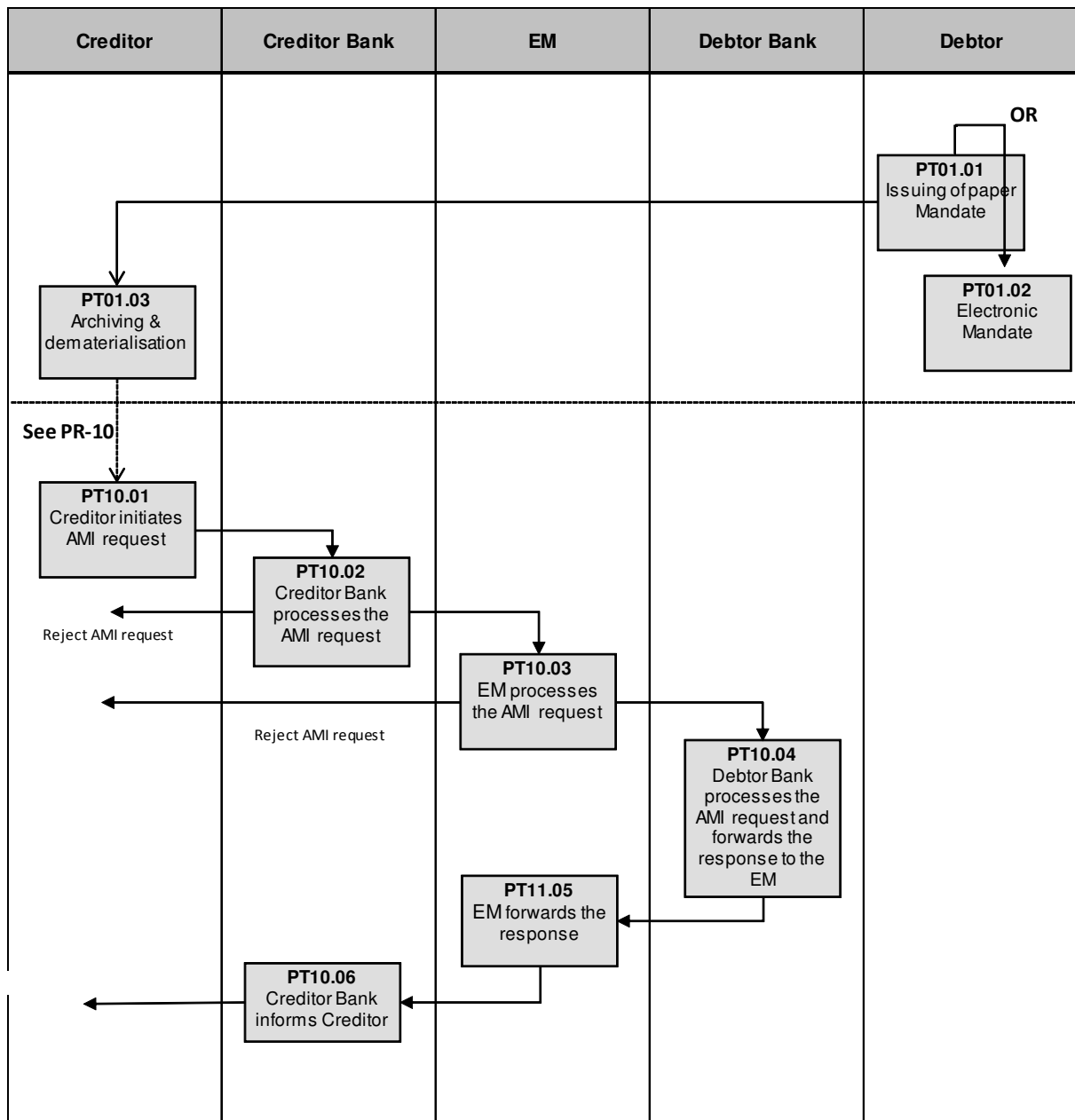


Figure: Advance Mandate Information (PR-10)

#### 4.6.7 Advance Mandate Information request (PR-10)

##### PT-10.01 – Creditor initiates AMI request

<b>Description</b>	The Creditor sends the AMI request to the Creditor Bank once the Mandate has been signed by the Debtor
<b>Starting day/time</b>	After dematerialisation of the mandate data by the Creditor
<b>Information Output</b>	Advance Mandate Information request

##### PT-10.02 – Creditor Bank processes the AMI request to the EM

<b>Description</b>	<p>The Creditor Bank checks the presence of the mandatory attributes in the AMI request message, and transmits it to the EM.</p> <p>The Creditor Bank must ensure that the Debtor Bank receiving the request participates in the usage of this feature.</p>
<b>Starting day/time</b>	After PT-10.01
<b>Information Output</b>	Advance Mandate Information request, containing DS-14

##### PT-10.03 – EM processes the AMI request to the Debtor Bank

<b>Description</b>	The EM processes the AMI request and provides it to the Debtor Bank. The EM must ensure that the Debtor Bank receiving the request participates in the usage of this feature.
<b>Starting day/time</b>	After PT-10.02
<b>Information Output</b>	Advance Mandate Information request, containing DS-15



#### PT-10.04 – Debtor Bank processes the AMI and provides a response

<b>Description</b>	<p>The Debtor Bank processes the AMI request and forwards the response to the EM</p> <p>The Debtor Bank must execute the necessary checking described here:</p> <ul style="list-style-type: none"> <li>• The account mentioned must exist in the Debtor Bank and must be open</li> <li>• The account must not be blocked for direct debit</li> </ul> <p>Any information provided by the Debtor Bank to the Creditor Bank must be agreed by the Debtor in accordance with the relevant legislation.</p>
<b>Starting day/time</b>	After PT-10.03
<b>Closing day/time</b>	At the latest 10 Inter-Bank Business Days after PT-10.02
<b>Information Output</b>	Positive or negative response containing the data from DS-16

#### PT-10.05 – EM forwards response to the Creditor Bank

<b>Description</b>	The EM processes the response and forwards it to the Creditor Bank
<b>Starting day/time</b>	After PT-10.04
<b>Information Output</b>	Positive or negative response containing the data from DS-16

#### PT-10.06 – Creditor Bank informs the Creditor

<b>Description</b>	The Creditor Bank informs the Creditor
<b>Starting day/time</b>	After PT-10.05
<b>Information Output</b>	Information to Creditor

#### 4.7.13 DS-14 Creditor to Creditor Bank Advance Mandate Information Dataset

**Description:** The Creditor must supply the following attributes. Attributes known by the Creditor Bank may be filled in by the Creditor Bank. This is a matter between the Creditor and the Creditor Bank. Attributes are mandatory unless otherwise indicated.

**Attributes contained**

- 20 The identification code of the Scheme
- 61 The Creditor's reference of the message (optional)
- 21 The Transaction Type (only the values 'one-off' and 'recurrent' are allowed)
- 03 The name of the Creditor
- 38 The name of the Creditor Reference Party (if present in DS-02)
- 39 The identification code of the Creditor Reference Party (if present in DS-02)
- 05 The address of the Creditor (if present in DS-02)
- 02 The identifier of the Creditor
- 12 The BIC code of the Creditor Bank
- 14 The name of the Debtor
- 09 The address of the Debtor (if present in DS-02)
- 27 Debtor identification code (if present in DS-02)
- 15 The name of the Debtor Reference Party (if present in DS-02)
- 37 The identification code of the Debtor Reference Party (if present in DS-02)
- 07 The account number (IBAN) of the account of the Debtor to be debited
- 13 The BIC code of the Debtor Bank
- 01 The unique Mandate reference
- 25 The date of signing of the Mandate
- 16 The placeholder for the electronic signature data (if present in DS-02)
- 24 The reason for amendment of the Mandate (if present in DS-02))
- 18 The identifier of the original Creditor who issued the Mandate (if present in DS-02)
- 19 The unique Mandate reference as given by the original Creditor who issued the Mandate (if present in DS-02)
- 08 The identifier of the underlying contract (if present in DS-02)
- 17 The type of Mandate (for the Core scheme, the value 'paper' always applies).

**Remarks** These attributes reflect business requirements and do not prescribe fields in the SEPA Core Direct Debit Scheme C2B Implementation Guidelines as defined in section 0.5.1 [9]).

#### 4.7.14 DS-15 Inter-Bank Advance Mandate Information dataset

**Description** This dataset contains all the mandatory information for the Creditor Bank to send this message to the Debtor Bank through the EM. This dataset will be present in the successive process steps of Process 10, starting from step 02 and must be forwarded by all actors up to the Debtor Bank. Attributes are mandatory unless otherwise indicated.

**Attributes contained**

- 20 The identification code of the Scheme
- 61 The Creditor's reference of the message (if present in DS-14)
- 21 The Transaction Type (only the values 'one-off' and 'recurrent' are allowed)
- 03 The name of the Creditor
- 38 The name of the Creditor Reference Party (if present in DS-14)
- 39 The identification code of the Creditor Reference Party (if present in DS-14)
- 05 The address of the Creditor (if present in DS-14)
- 02 The identifier of the Creditor
- 12 The BIC code of the Creditor Bank
- 14 The name of the Debtor
- 09 The address of the Debtor (if present in DS-14)

- 27 Debtor identification code (if present in DS-14)
- 15 The name of the Debtor Reference Party (if present in DS-14)
- 37 The identification code of the Debtor Reference Party (if present in DS-14)
- 07 The account number (IBAN) of the account of the Debtor to be debited
- 13 The BIC code of the Debtor Bank
- 01 The unique Mandate reference
- 25 The date of signing of the Mandate
- 16 The placeholder for the electronic signature Data (if present in DS-14)
- 24 The reason for amendment of the Mandate (if present in DS-14)
- 18 The identifier of the original Creditor who issued the Mandate (if present in DS-14)
- 19 The unique Mandate reference as given by the original Creditor who issued the Mandate (if present in DS-14)
- 08 The identifier of the underlying contract (if present in DS-14)
- 60 The Creditor Bank's reference of the AMI message
- 17 The type of Mandate (for the Core scheme, the value 'paper' always applies).

**Remarks**      These attributes reflect business requirements and do not prescribe fields in the SEPA Core Direct Debit Scheme Inter-bank Implementation Guidelines as defined in section 0.5.1 [9]).

#### **4.7.15      DS-16 Message for the Response on the Advance Mandate Information request**

- An exact copy of all the attributes received in DS-15
- R9 The Reason Code for the AMI answer
- R5 Specific reference of the Debtor Bank initiating the response to the AMI request

#### **4.8.59      AT-60 – The Creditor Bank's Reference of the AMI message**

**Description:**      The reference of the AMI message given by the Creditor Bank to be forwarded to the Debtor Bank.

#### **4.8.60      AT-61 – The Creditor's Reference of the AMI message**

**Description:**      The reference of the AMI message given by the Creditor to be forwarded to the Debtor Bank.

#### 4.8.61 AT-R9 – The Reason Code for AMI answer

**Value range:** The reasons for the response by the Creditor Bank need not be specified, they are left to a bilateral agreement between Creditor's bank and its Customer (Creditor).

The reasons for the response by the Debtor Bank are as follows:

1. Reasons for a negative response :
  - Operation/transaction code incorrect, invalid file format
  - Bank identifier incorrect (i.e. invalid BIC)
  - Account identifier incorrect (i.e. invalid IBAN)
  - Account closed
  - Direct debit forbidden on this account for regulatory reasons
  - Account blocked
  - Mandate data missing or incorrect
  - No Mandate
  - Regulatory reason
  - Account blocked for Direct Debit by the Debtor
  - Specific service offered by the Debtor Bank
  - Refusal by the Debtor
2. Reasons for a positive answer:
  - No negative response on the AMI
3. No response provided for legal or regulatory reasons

## 5. RIGHTS AND OBLIGATIONS OF ALL PARTICIPANTS

### 5.7 Obligations of a Creditor Bank

Additional obligations for a Creditor Bank resulting from this feature are:

- The Creditor Bank must ensure that the Debtor Bank receiving the AMI request participates in the usage of this feature.
- Creditor Banks shall not forward the AMI request messages received from the Creditor to Debtor Banks not using the optional AMI feature.

### 5.8 Obligations of a Debtor Bank

Additional obligations for a Debtor Bank resulting from this feature are the following:

- The execution of the checks by the Debtor Bank as prescribed in PT-10.04 do not imply that the Debtor Bank automatically commits to any guarantee in favour of the Creditor or Creditor Bank regarding the acceptance of future collections. The controls reflect the status of the Debtor's account as it exists at the moment of the execution of the controls.
- In the event that a Core SDD Scheme Participant receives an AMI message although as a Debtor Bank it does not offer the optional AMI feature, the Debtor Bank is entitled to ignore the AMI request message.

**“Euroland:  
Our Single Payment Area!”**

***White Paper***

**May 2002**

**Summary**

## **1- Vision & Need for Industry Action**

The political and economical goal of creating a single European market has been clearly established. This ambition extends to all aspects of life and business. On January 1, 1999, Economic and Monetary Union and the Euro were introduced. Politically, this was expected to eliminate most of the barriers hampering the freedom of movement of trade and goods across the EU. This step was expected to simplify the process and costs associated with commercial activities.

A particular objective was to create a single homogeneous market where currency would move as freely and cheaply in the new Eurozone as it had within previous national borders. From a policy maker point of view, the foundation stone to the Single Euro Payment Area (SEPA) had been laid. The vision foresees a Europe that will gradually develop into a market of 500 million Single Euro Payment Area citizens and consumers making and receiving over 100 billion non-cash payments transactions each year. These transactions will all be made within a domestic Eurozone market – with the cross-border transactions of today becoming a relic of the past. The expectation is that everybody will be able to make any payment within the Single Payment Area as easily and inexpensively as in his or her hometown.

Three and a half years into the Euro, however, with the transition period at its end, political and regulatory bodies are questioning why the original objectives have yet to be completed. True, in the retail world the Euro became a reality on January 1, 2002. While payment flows have not yet changed, they are likely to do so as barriers to free movement of trade and services are progressively removed. The changeover of the financial markets to the Euro also proceeded smoothly following years of careful preparation – and the collective investment of an estimated EUR 25 billion. Banks successfully switched their systems to the new currency and took part in the introduction of commercial and high-value cross-border payment systems (i.e., EURO1 and TARGET) in order to offer clients a choice of Euro banking services. Price convergence however has not happened for basic Eurozone money transmission products, available to consumers and small to medium sized enterprises (SMEs).

European banks have argued that without the necessary pan-European payment infrastructure in place, the cost of moving money nationally will always be lower than between countries. Although cross-border card transactions are increasingly efficient and significantly increasing investments are made in initiatives like the adoption of International Bank Account Numbers (IBANs) and the implementation of the MT103+ (albeit more slowly than expected), the reality of EMU and of the Euro demonstrates that more radical changes are required in the European commercial payments market.

Reaching this objective will imply a fair amount of change over time for every stakeholder in the transaction chain. Customers will need incentives to sometimes give up well-known instruments and move to new proposals, which will at times integrate novel technologies. Merchants and other trade intermediaries need incentives to proactively assist in reaching critical mass for innovative solutions. Banks will have to redefine their own business models but will also be looking to share the cost of developing highly efficient domestic infrastructures with other stakeholders. Policy makers and regulators will have to strike the right balance between legitimate pursuit of public good and ensuring the sustained stability and competitiveness of the financial system.

Because the Internal Market is built upon free market economy principles in the context of the European social model, introducing and managing change should as far as possible be based

on these same principles. This requires an active dialogue between all stakeholders in order to develop and maintain the necessary conditions for a harmonious migration. Only through collective action can the issues be truly resolved. European banks and credit sector associations will have to work with the various regulatory authorities, the European Commission, European Parliament and the European Central Bank (ECB). Only through the cooperation of all parties will the European Union be transformed into a Single Euro Payment Area, the most attractive place for investing and doing business.

Together, banks can take the right steps to create the required payments architecture and ensure that the regulatory process can be used positively to achieve the objective of a Single Euro Payment Area.

This white paper forms the basis of a new mindset and the start of a new momentum to make this happen. It is based on the conclusions of a two-day workshop in Brussels on March 25 and 26, 2002, with 40 representative<sup>1</sup> banks participating. A broad consensus<sup>2</sup> was reached on a large number of recommendations which are summarized in this paper.

But besides the consensus on the recommendations, perhaps the greatest indication of the resolve of the participating banks is the following declaration, which was issued at the close of the workshop:

*“We, the European banks and credit sector associations,*

- Share the common vision that Euroland payments are domestic payments*
- Join forces to implement this vision for the benefit of European consumers, industry and banks*

*And accordingly,*

- Launch the initiative ‘Euroland – Our Single Payment Area’!*”

---

<sup>1</sup> Representing all geographic regions of the EU, covering all types of institutions (commercial banks, savings banks, cooperative banks) and consisting of both larger and smaller players.

<sup>2</sup> In this document, we use the term ‘Almost unanimity’ (respectively ‘Broad consensus’, ‘Majority of participants’, ‘No consensus’) when more than 90% (respectively more than 70%, more than 50% and less than 50%) of the workshop participants agreed on the recommendation

## 2- Summary of Framework, Issues, Recommendations and Next steps

In order to develop a roadmap to make the Single Euro Payment Area a reality, one needs to (1) start from a good understanding of the current situation; (2) have a clear vision on the key trends going forward and the goals to be reached; (3) develop actionable recommendations that will move the industry from where it is today towards the long term vision; and (4) agree on some practical next steps to make the process move forward.

In the following chapters these four steps will be tackled from four different angles. First, the perspective of the customer – since the entire effort is driven by customer needs and requirements. Second, a vision on the necessary development of market infrastructures (ACHs). Third, standards, rules and conventions – the key drivers of end-to-end straight-through-processing (STP). Finally, cards, the dominant cross-border payment instruments today, which face specific issues which have less to do with standards and infrastructure. Some issues on cash handling are covered in the chapter on cards.

### 1. Clear divide between domestic and cross-border payments

#### *Current situation*

At a high level the current situation could be characterized as one with

- *Five main instruments fulfilling customer needs today, with cards dominating cross-border payments.* Customer requirements in terms of cost, quality and time are clearly met at a domestic level, but performance is poor for cross-border transactions.
- *Efficient national infrastructures, but very different from each other.* No real pan-European ACH infrastructure is in place today for mass low value payments<sup>3</sup>.
- *High STP-rates for each country, thanks to well developed standards and rules (as well as significant efforts to educate customers to their compliance), which again are very different from one country to another.* Although several international standards (IBAN, BIC, MT103+) are in place, cross-border STP rates remain low.
- *Standards and infrastructures for cards in place for seamless domestic and cross-border processing, but significant price differences between domestic and cross-border transactions.* Overall, globalization is most advanced in cards, both in terms of business dynamics as in terms of governance structure.

It is clear that a number of inhibitors, obstacles and constraints still stand in the way of creating a Single Euro Payment Area where domestic and cross-border payments would be equivalent for the customer. To reach full equivalence, initiatives will need to be taken to lift the existing barriers, harmonise domestic rules and establish a clear legal or regulatory framework.

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<sup>3</sup> It should however be mentioned that TARGET is working efficiently for cross-border payments but it does not target the mass low value transactions as performed by consumers or small SMEs.



## 2. Emergence of a common vision on the Single Euro Payment Area

### *Key trends*

The current situation is clearly not satisfactory. Key trends point towards an emerging common vision for organizing payments in the Eurozone:

- *Customers need to have convenient access to payment services, with transparent pricing and minimum service levels (quality, security and execution time) equal for domestic and cross-border transactions.* This should not mean that customers across the EU should all have the same customer experience and price; on the contrary, there should be room for value-added services. Necessary enablers include common definitions, the development of a limited set of pan-European instruments, as well as mechanisms to monitor the development of these instruments over their lifecycles.
- *Banks should be able to decrease the overall cost of payments and have room to offer value-added services at a premium.* To reduce costs the use of cashless and electronic means of payment should be promoted in line with the European banking industry's ambition to reinforce its leadership in the area of payment services.
- *The optimal components of payment schemes (i.e., infrastructure elements, standards, rules, etc.) should be developed in a concerted way within the Eurozone.* A set of pan-European rules and standards facilitating efficient payment execution (STP) is therefore a must.

A number of actionable recommendations are needed to start putting this vision into practice.

## 3. An ambitious action plan going forward

### *Key recommendations*

The following four chapters present recommendations on how to move forward from the four angles identified above.

- *Customers expect to be provided with a limited set of convenient, cheap, reliable and predictable instruments to cover their most important payment needs, i.e., face-to-face payments, one-off and recurring remote payments, and ATM cash withdrawals. In this context, banks should not only keep offering pan-European credit/debit cards, ATM cash withdrawals and credit transfers, but should also start developing an efficient cross-border direct debit instrument.*
- *The participating banks have expressed a clear preference for the development of a Pan-European Clearing House with fair and open access.* In the near term, multiple infrastructures will continue to exist. However, a vision is required for the long term architecture, and a smooth migration path from the current systems to this new infrastructure will be necessary.
- *A set of basic value added standards and rules for STP will need to be implemented to achieve the required cost savings and reliability.* Gradual

migration (as opposed to a ‘big bang’), supported by a strong governance, is the preferred way forward.

- *For cards, the banking industry should further explore options and develop platforms to put forward European interests in the context of global card networks, as well as launch specific initiatives regarding debit cards, ATM cash withdrawals and cash.* Despite the fact that cards are by far the most advanced cross-border payment instruments for mass low value transactions, several issues remain to be addressed – primarily, differences in price for cross-border and domestic payments. Moreover, the expected – mainly technology driven – evolution in the card industry will create additional challenges for the banking sector (e.g., breaking-up of national industry structures, co-residing applications on chip, etc.).

#### **4. Creating the appropriate governance structure and roadmap**

##### *Practical next steps*

To move forward on these different fronts, a strong governance structure is a pre-requisite. The appropriate working groups to prepare and implement decisions will also need to be created: one for Payment Instruments, one for Infrastructure, one for STP, one for Cards and a final one for Cash. These working groups should not overlap with existing forums and, in this context, some existing groups will have to be leveraged, refocused or rationalized. An overall roadmap with key milestones has been developed; if followed, this roadmap will lead to significant results by 2003 and will set the stage for the full realization of the benefits of the Single Euro Payment Area before 2010. Governance and roadmap are addressed in the final two chapters of this white paper.

### **Interested to read the full report?**

An electronic copy of the full White Paper can be ordered by e-mail and against payment of EUR 400,00 (plus VAT 21% when applicable) from any of the following addresses:

- [norbert.bielefeld@savings-banks.com](mailto:norbert.bielefeld@savings-banks.com)
- [p.poncelet@fbe.be](mailto:p.poncelet@fbe.be)
- [marieke.van.berkel@gebc.org](mailto:marieke.van.berkel@gebc.org)

Brüssel, den 4. mai 2006

## **Einheitlicher Euro-Zahlungsverkehrsraum (SEPA) - Gemeinsame Erklärung der Europäischen Kommission und der Europäischen Zentralbank**

***Die Europäische Kommission (Kommission) und die Europäische Zentralbank (EZB) haben eine gemeinsame Vision bezüglich des einheitlichen Euro-Zahlungsverkehrsraums (Single Euro Payments Area, SEPA) und des Prozesses hin zu seiner Verwirklichung. Beide Institutionen arbeiten bei diesem Prozess eng zusammen und fordern den europäischen Bankensektor und die übrigen Beteiligten dazu auf, bis Ende 2010 die technischen Voraussetzungen für die Verwirklichung des SEPA zu schaffen.***

### **Vision**

Die Kommission und die EZB betrachten den SEPA als einen integrierten Markt für Zahlungsdienstleistungen, der einem effektiven Wettbewerb unterliegt und bei dem innerhalb des Euroraums nicht zwischen grenzüberschreitenden und nationalen Zahlungen unterschieden wird. Dies erfordert die Beseitigung aller zwischen den gegenwärtigen nationalen Zahlungsverkehrsmärkten bestehenden technischen, rechtlichen und wirtschaftlichen Barrieren.

Die Einführung des Euro als gemeinsame Währung des Euroraums wird erst dann abgeschlossen sein, wenn der SEPA Realität geworden ist, d. h. dann, wenn Verbraucher, Unternehmen und Regierungen innerhalb des Euro-Währungsgebiets bargeldlose Zahlungen von einem einzigen Konto irgendwo im Eurogebiet vornehmen können und hierbei einheitliche Zahlungsinstrumente ebenso einfach, effizient und sicher einsetzen können wie heute die Instrumente auf nationaler Ebene.

Durch die Schaffung offener und einheitlicher Standards, die technische und wirtschaftliche Barrieren beseitigen, und durch die Förderung des effektiven Wettbewerbs werden die Endnutzer dieser Dienstleistungen – Verbraucher, Unternehmen und Regierungen – vom verbesserten Zahlungsdienstleistungsniveau mit transparenten Preisen und kosteneffizienten Dienstleistungen profitieren. Der SEPA wird es dem Zahlungsverkehrssektor ermöglichen, effizienter zu werden, und somit wird der einheitliche Euro-Zahlungsverkehrsraum der europäischen Wirtschaft insgesamt bedeutende Einsparungen und Vorteile bringen und die Ausschöpfung ihres gesamten Potenzials erleichtern.

Der SEPA-Prozess erfordert die kontinuierliche Verbesserung von Zahlungsdienstleistungen durch die Bereitstellung paneuropäischer Produkte, die ebenso einfach, effizient und sicher sind wie die heute auf nationaler Ebene angebotenen Instrumente. Er setzt voraus, dass der voraussichtliche Stand der modernen Zahlungssysteme am Ende dieses Jahrzehnts berücksichtigt wird, und verlangt die stetige Verbesserung des Dienstleistungsniveaus. Der SEPA muss zukunftsorientiert sein und die Verwirklichung neuer technologischer Möglichkeiten sowohl wahrnehmen als auch ermöglichen. Zusätzlich zu den wichtigsten SEPA-Produkten, die zurzeit entwickelt werden, können neue Möglichkeiten, wie beispielsweise die elektronische Rechnungsstellung, bedeutende Vorteile bieten.

Die Standardisierung der Zahlungsverkehrsdienstleistungen und ihrer Abwicklung ist von entscheidender Bedeutung. Es ist daher äußerst wichtig, dass die Nutzer, insbesondere Kapitalgesellschaften, und weitere am SEPA Beteiligte bei der Festlegung von Standards mit einbezogen werden.

### **Meilensteine**

Der European Payments Council (EPC) hat bei der Schaffung der dem SEPA zugrunde liegenden Systeme, Rahmen und notwendigen Standards bereits bedeutende Fortschritte hin zum SEPA erzielt. Die Kommission und die EZB möchten in diesem Zusammenhang ihre Unterstützung für die vom EPC für Januar 2008 festgelegten Ziele betonen:

- Die Bürger, Unternehmen und öffentlichen Verwaltungen der EU sollten die Möglichkeit haben, die vom EPC bestimmten SEPA-Zahlungsinstrumente für Überweisungen und Lastschriften zu nutzen.
- Die technischen Barrieren bei der grenzüberschreitenden Akzeptanz von Karten an Verkaufsstellen und bei Bargeldabhebungen mit Karten sollten beseitigt werden. Zudem sollten geeignete technische und vertragliche Bestimmungen und Standards festgelegt werden, um die Interoperabilität zu gewährleisten.
- Die notwendigen Voraussetzungen zur Erzielung der SEPA-Konformität von Infrastrukturen müssen vorhanden sein. Als Vorbereitung auf die Interoperabilität und den effektiven Wettbewerb sind zumindest offene und einheitliche Standards, die allen Anbietern von Abwicklungsdienstleistungen und Infrastrukturen für Zahlungen in Euro in der EU zur Verfügung stehen, vonnöten.

Des Weiteren heben die Kommission und die EZB die Bedeutung des Beitrags aller Beteiligten, insbesondere des öffentlichen Sektors, für die Erreichung des SEPA hervor. Durch die Demonstration politischer Unterstützung und die frühe Annahme der SEPA-Produkte kann der öffentliche Sektor den Erfolg des SEPA entscheidend beeinflussen.

Die Kommission und die EZB unterstützen auch die Systeme und Rahmen, die der EPC am 8. März 2006 festgelegt hat und die als Grundlage für die 2008 einzuführenden SEPA-Produkte dienen. Die Kommission und die EZB messen der Arbeit des EPC, die Systeme und Rahmen auch künftig weiter zu verbessern, um die Anforderungen der Nutzer weiterhin zu erfüllen und sicherzustellen, dass das Dienstleistungsniveau kontinuierlich zunimmt, große Bedeutung bei. In diesem Zusammenhang begrüßen die Kommission und die EZB den zwischen dem EPC und den Endnutzern aufgenommenen Dialog sowie deren Absicht, alle Beteiligten künftig deutlicher einzubinden. Auch die vorgesehene Zusammenarbeit bei sektorübergreifenden Standards ist begrüßenswert, da diese notwendig sind, um den SEPA für alle Beteiligten attraktiv zu machen.

Bei der Bereitstellung von SEPA-Instrumenten handelt es sich lediglich um den ersten Schritt, da die Einführung der Instrumente als Lösung allein für den grenzüberschreitenden Zahlungsverkehr nicht zu einem wirklich integrierten Markt auf der Ebene des Euroraums führen würde. Insbesondere sollte eine kritische Masse nationaler Überweisungen, Lastschriften und Kartenzahlungen bis Ende 2010 zu den SEPA-Zahlungsinstrumenten migriert sein. Zur Sicherstellung einer umfassenden Annahme neuer und effizienter SEPA-Instrumente werden weitere Schritte notwendig sein. Das Dienstleistungsniveau von SEPA-Instrumenten muss mindestens so gut sein wie das bestehender nationaler Instrumente, vorzugsweise sollte es jedoch besser sein. Dies ermöglicht eine vom Markt ausgehende Migration zu SEPA-Instrumenten.

Die Kommission und die EZB unterstützen die fortlaufende Selbstregulierung des Sektors soweit wie möglich, wobei sich die Kommission jedoch angesichts der Bedeutung und der großen sozialen und wirtschaftlichen Vorteile des SEPA ausdrücklich das Recht vorbehält, zur Verwirklichung des SEPA notwendige Rechtsvorschriften vorzuschlagen oder einzuführen.

# SEPA-Rat

Der SEPA-Rat gewährleistet, dass alle Interessenvertreter angemessen an der Verwaltung des einheitlichen Euro-Zahlungsverkehrsraums (SEPA) beteiligt werden.

Der SEPA-Rat setzt sich aus Vertretern von Anbietern und Nutzern von Zahlungsdiensten zusammen.

Weitere Informationen siehe Vollendung des einheitlichen Euro-Zahlungsverkehrsraums SEPA: Fahrplan 2009–2012.

## Mitglieder und Aufgaben

Dem SEPA-Rat sitzen gemeinsam je ein Vertreter der Europäischen Kommission und der Europäischen Zentralbank vor. Weitere Mitglieder sind:

- 5 Vertreter der Nutzerseite (Verbraucher, Einzelhändler, Unternehmen und nationale Behörden)
- 5 Vertreter der Anbieterseite (Europäischer Zahlungsverkehrsausschuss, Genossenschaftsbanken, Sparkassen, Geschäftsbanken und Zahlungsinstitute)
- 4 Mitglieder der Vorstände von Zentralbanken der Mitgliedstaaten (als Vertreter des Eurosystems).

Der SEPA-Rat hat die Aufgabe,

- die Verwirklichung der SEPA-Vision zu fördern und eine strategische Orientierung für den Massenzahlungsverkehr in der EU vorzulegen,
- den SEPA-Umstellungsprozess zu überwachen und zu unterstützen und
- die Nachvollziehbarkeit und Transparenz im SEPA-Prozess zu gewährleisten.

Quelle: Homepage Europäische Kommission

[http://ec.europa.eu/internal\\_market/payments/sepa/council/index\\_de.htm](http://ec.europa.eu/internal_market/payments/sepa/council/index_de.htm)

## **Full SEPA (Single Euro Payments Area) Migration - Frequently Asked Questions**

### **1. What is SEPA?**

The Single Euro Payments Area (SEPA) is the area where citizens, business and public authorities can make and receive payments in euro under the same basic conditions, rights and obligations, regardless of their location.

SEPA<sup>1</sup> is an initiative of the European Banking Industry and is strongly supported by the European Commission and the European Central Bank. SEPA will establish a set of uniform standards, rules and conditions for transactions in euro, allowing them to be processed as easily, safely and efficiently as operations within national markets. The objective of SEPA is to increase efficiency and competition so that high-quality and competitively priced electronic payment products exist throughout the whole of the EU.

In this way SEPA will create an EU-wide, integrated market for electronic retail payments in euro. Everyone making such payments will be affected. Nevertheless, the biggest impact of SEPA in the short-run is likely to be felt by people making euro payments cross-border.

In SEPA, there is no differentiation between national and cross-border euro payments and the whole of the EU (plus some countries outside) are considered as a single area for making electronic payments in euro. It is important to note that SEPA only covers euro payments. Payments in non-euro currencies are unaffected. Geographically, SEPA covers euro payments made in or between the 27 EU Member States plus Iceland, Liechtenstein, Norway, Switzerland and Monaco.

### **2. Why SEPA?**

Euro notes and coins were introduced in 2002 and circulate freely throughout the euro area. However, this is not the case for electronic payments which are often a much more convenient and efficient way of paying. Retail electronic payments in euro are still organised at national level. This leads to varying technical standards, different payment instruments and separate processing infrastructures. This produces fragmentation at national level and results in lower efficiency, loss of economies of scale and less competition at EU level. In particular, cross-border payments are also more complex.

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<sup>1</sup> [http://ec.europa.eu/internal\\_market/payments/sepa/index\\_en.htm](http://ec.europa.eu/internal_market/payments/sepa/index_en.htm)



This means payments services in some Member States cost more than they should and makes life complicated for consumers and businesses operating cross-border. For example, companies with a substantial number of cross-border payments need to maintain bank accounts in many of the countries in which they operate just to allow them to manage the payments linked to their business operations in the Single Market. Similarly, individuals who for example live and work in more than one country are also often subject to different rules and requirements when making payments. For example, it is generally impossible<sup>2</sup> to set up a direct debit making payments from your home bank account to a bank account in another country.

Other problems are that customers often face delays when making payments to other euro area countries and that there are big differences in the cost of basic bank accounts for payments services. A survey<sup>3</sup> carried out for the European Commission showed that in the Netherlands, which is one of the Member States with the most competitively priced bank accounts for payment services, the cost of basic payment services is around a third of the EU average of EUR 112 whereas in the most expensive Member State, Italy, it was almost two and a half times more than the EU average. To illustrate the point, the average customer in Italy pays an average of about EUR 253 a year for basic banking services including payments while the average Dutch customer pays only EUR 46 a year.

## Key Figures

SEPA concerns Euro payments in the whole EU (euro plus non-euro area) as well as **5 countries outside and therefore affects about 500 million citizens and many billions of electronic transactions**. However, the focus of SEPA is on the euro area, since these countries use the euro for their domestic currency.

In 2006 the total number of non-cash transactions in the EU-16 was more than **72 billion**, which generated EUR 46 billion in revenue for banks<sup>4</sup>.

The Euro area alone currently processes some **50 billion electronic retail transactions** and up to four times more in cash each year. These are made by 321.5 million citizens, 16-18 million large and small businesses, some 8,000 banks, in 5.75 million points of sale and 293,008 ATMs or cash machines (based on statistical data in the ECB Blue Book).

In the Euro countries, the United Kingdom, Sweden, and Poland combined, businesses, public entities, and consumers spent **EUR 158 billion on payments in 2006**, representing 1.3% of GDP (estimated at 2.3% including cash)<sup>5</sup>.

A major study in 16 EU Member States including both Euro and non-Euro countries<sup>6</sup> has estimated the potential benefits of SEPA for payments markets of up to **EUR 123 billion** (cumulative over 6 years)<sup>7</sup>. This corresponds to annual savings of **0.2% of GDP** on average for these countries if SEPA is fully implemented<sup>8</sup>.

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<sup>2</sup> In some exceptional cases some banks have set up a direct debit between Germany and Austria.

<sup>3</sup> Van Dijk Management Consultants study for the European Commission, 2009.

<sup>4</sup> SEPA Cap Gemini study (p. 8)

<sup>5</sup> SEPA Cap Gemini study (p. 4). See

[http://ec.europa.eu/internal\\_market/payments/sepa/ec\\_en.htm#next\\_steps](http://ec.europa.eu/internal_market/payments/sepa/ec_en.htm#next_steps)

<sup>6</sup> These countries are Austria, Belgium, Germany, Spain, Finland, France, Greece, Ireland, Italy, Luxembourg, the Netherlands, Poland, Portugal, Sweden, Slovenia and the United Kingdom.

<sup>7</sup> The 'net SEPA effect' is defined as the logical sum of the necessary investments, change in operational costs, and change in bank fees.

<sup>8</sup> SEPA Cap Gemini study (p. 5)

**With SEPA, bank fees are expected to converge downwards, the faster SEPA becomes a reality, the faster this downward price convergence is expected to take place.**

Credit transfers and direct debits amount to 52% of all payment related services<sup>9</sup>. The average annual number of payment transactions per capita in the EU<sup>10</sup> is **150**. There are big differences in the use of the different payment instruments. For example, **51** direct debits are made on average annually per capita in the Euro area whereas in **Germany** it is almost double at **97**.

SEPA also holds a major potential for **electronic invoicing or e-invoicing** which is an automated way for suppliers and buyers to send, process, and collect invoices. SEPA, if fully implemented, could reduce the cost per electronic invoice to between EUR 0.28 and EUR 0.47, which corresponds to **a reduction in cost of 70% to 75% as compared to paper invoices**<sup>11</sup>.

The goal of SEPA is to create an integrated, competitive and innovative retail payments market for electronic Euro payments. SEPA will increase competition and should produce downward price pressure for retail banking payment services. Moreover, an efficient payments system is a pre-requisite for a properly functioning Single Market. It will thus facilitate trade within the internal market, improve financial integration and strengthen the European economy as a whole.

### **3. What about non Euro countries?**

SEPA payments can be made to or from any Euro account that is held with a bank located in the SEPA area. It is not necessary that the payer and/or the recipient of the payment have an account in a SEPA country that has already adopted the Euro as its national currency. The key point is that the account should be denominated in Euro.

SEPA payments can be made by credit transfer, direct debit or using a bank card<sup>12</sup>.

### **4. What has been delivered so far?**

SEPA requires the harmonisation of diverse national and cross-border euro payment systems, both at a technical level and in terms of customer services and procedures. To this end, the European banking industry has defined SEPA schemes for credit transfers and direct debits.

The SEPA Credit Transfer scheme was successfully launched on 28 January 2008. The SEPA Core Direct Debit scheme and the SEPA Business to Business Direct Debit scheme<sup>13</sup> went live at the beginning of November 2009, aligned with the latest implementation date by all EU Member States for the EU Payment Services Directive into national law, i.e. 2 November 2009<sup>14</sup>.

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<sup>9</sup> Preparing the Monitoring of the Impact of the Single Euro Payment Area (SEPA) on Consumers, DG Health and Consumers.

See [http://ec.europa.eu/consumers/rights/docs/SEPA\\_monitoring\\_study.pdf](http://ec.europa.eu/consumers/rights/docs/SEPA_monitoring_study.pdf)

<sup>10</sup> Study "Data collection for prices of current accounts provided to consumers" DG SANCO

See [http://ec.europa.eu/consumers/rights/docs/study\\_bank\\_fees\\_en.pdf](http://ec.europa.eu/consumers/rights/docs/study_bank_fees_en.pdf) (pp. 12)

<sup>11</sup> SEPA Cap Gemini study (pp. 28)

<sup>12</sup> SEPA for Consumers (pp. 6). <http://www.Europeanpaymentscouncil.eu>

<sup>13</sup> Making SEPA a reality: The definitive guide (pp. 16-23). See

[http://www.europeanpaymentscouncil.eu/knowledge\\_bank\\_detail.cfm?documents\\_id=183](http://www.europeanpaymentscouncil.eu/knowledge_bank_detail.cfm?documents_id=183)

<sup>14</sup> Payments Service Directive – See

[http://ec.europa.eu/internal\\_market/payments/framework/index\\_en.htm](http://ec.europa.eu/internal_market/payments/framework/index_en.htm)

As of November 2009, banks are gradually rolling out SEPA Direct Debit services. Under Community law<sup>15</sup>, all banks in the euro area offering direct debit services today have to be reachable for the SEPA Core Direct Debit scheme since November 2010.

For payment cards, a SEPA Cards Framework has been agreed and is in the process of being implemented by banks, card schemes and card processors. The SEPA Cards Framework requires general purpose payment cards to have enhanced security features.

While significant progress has already been made on the road to SEPA, most stakeholders agree that regulatory intervention at EU level is necessary to bring this project to a successful end within a reasonable time frame. For example, although the SEPA Credit Transfer was launched almost 4 years ago, according to ECB data only about 21% of all credits transfers in the euro area were executed using a pan-European payment instrument. If this trend continues, the full benefits of SEPA will not be rapidly attained.

## **5. Who makes SEPA happen?**

*Banking industry:* the European Payments Council (EPC) is the banking industry's decision-making and coordination body in relation to SEPA payments and has established scheme rules for SEPA Credit Transfers and SEPA Direct Debits as well as a SEPA Cards Framework for card payments. Individual banks remain responsible for migrating their customers from existing national payment instruments to the new SEPA payment products.

*Bank customers:* SEPA will only succeed if customers – in particular, high-volume payment users such as businesses and public administrations – embrace the new SEPA payment instruments.

*Public authorities:* the European Commission, the European Central Bank and National Central Banks as well as the European Parliament and EU governments all support SEPA and the Payments Services Directive provides the legal foundation for SEPA. Through a variety of means including close market monitoring as well as migration by public authorities, they are encouraging bank customers to move to the new SEPA payment instruments.

To create a critical mass of SEPA payments, it is crucial that public administrations (e.g. national treasuries, tax offices, employment agencies or social security services) lead by example. The public sector is a major economic actor in its own right and accounts for up to 20% of electronic payments. Moving this volume of transactions to SEPA would encourage implementation by other high-volume users of electronic payments such as businesses (corporates, small and medium sized enterprises). The Commission also publishes a six-monthly survey on SEPA migration by public authorities to foster migration in the public sector. The latest survey<sup>16</sup> shows that public authorities are now accelerating their migration to SEPA credit transfers and are not taking over the lead in some Member States. For example in June 2011 the migration rate for SEPA credit transfer by public authorities was 24.9%.

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<sup>15</sup> Regulation 924/2009

<sup>16</sup> [http://ec.europa.eu/internal\\_market/payments/docs/sepa/publ\\_adm\\_migration-2011\\_11\\_en.pdf](http://ec.europa.eu/internal_market/payments/docs/sepa/publ_adm_migration-2011_11_en.pdf)

## 6. What are the benefits?

**Payments will be faster:** Electronic credit transfers in Euros will reach the beneficiary at the latest by the next business day<sup>17</sup> from 1<sup>st</sup> January 2012 throughout the whole of the EU. The amount of the transfer will be immediately credited<sup>18</sup> in full to the beneficiary account. The recipient bank will not be allowed to make use of value-dating techniques; i.e. the date on which money is credited to an account is also the date for calculating credit or debit interest.

**Cross border direct debits will finally be possible:** SEPA will also allow customers for the first time to set up cross-border direct debits in Euros throughout the whole of the EU<sup>19</sup>. Consumers will be able to rely on one bank account and one bank card to make payments throughout the 32 SEPA countries. Similarly, consumers wanting to purchase goods or services from retailers located in other SEPA countries will be able to do so with greater ease.

**For consumers and citizens in their every day lives:** The introduction of SEPA makes paying bills significantly easier for European citizens including workers, students, holiday rentals, tourists and retirees living abroad. All consumers will be able to rely on one home account and one payment card for all – domestic and cross-border – payments throughout SEPA.

**For companies:** The impact of SEPA on companies will be even greater since companies typically have more sophisticated payment arrangements than consumers. The benefits will depend very much on a company's size, how it operates and the nature of the industry in which it competes. Businesses will enjoy common standards, faster settlement and simplified processing that will improve cash flow, reduce costs and facilitate access to new markets. There will be a wider choice of payment services providers, faster and more efficient processes as well as greater transparency. Over the medium term lower fees can also be expected.

Take for instance an **import/export company in Germany**. This company can substantially benefit from the ability to collect funds from debtors using a single, trusted payment instrument regardless of its location in Europe. For the German company this means it no longer needs to maintain some of their euro accounts abroad, and, since money transfers and payments will be settled faster, the company can optimise cash flow and treasury management<sup>20</sup> as well as save through reduced banking fees. Large companies will be able to set up "payment factories" to efficiently organise and administer their Euro payments across a number of Member States.

According to 2008 figures from Capgemini, an IT services and business consultancy, a speedy changeover to SEPA could create added value for European economies of up to €123bn in payments markets alone with a further potential of € 238 bn of savings through e-invoicing over a six year period.

The European Commission expects SEPA to have an impact far beyond the payments industry and related government services. SEPA will be the platform upon which e-government solutions such as e-invoicing, e-procurements, e-payments, e-signatures and e-services in relation to taxation, customs and social security will be further developed.

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<sup>17</sup> Before 2012 within a maximum of three business days

<sup>18</sup> Not be subject to fees or deductions.

<sup>19</sup> Euro accounts must be reachable from 1 November 2010 in the euro area, and in the non-euro area from 1 November 2014. This only applies to euro accounts allowing consumer direct debits.

SEPA will help drive technological innovation in payments which will allow Europeans to take advantage of new features such as online or mobile payments<sup>21</sup>. As a result, the process of paying bills will become even more convenient<sup>22</sup>. The common standards and rules underpinning SEPA will bring many strategic opportunities for banks to innovate, to develop new products, to replace ageing systems and to improve operational efficiencies. This can pave the way for other market players, such as telecom operators to become payment institutions and to expand into emerging payment markets like music and movie downloads via mobile invoices or other new innovative payment instruments. All of these will lead to an increasingly competitive payment market in the future.

PRE-SEPA	SEPA
National / local solutions	Common solutions with additional optional services
Different payment instruments and standards, customer experiences, consumer laws	Common core payment instruments and standards, consistent customer experience, application of harmonised consumer protection laws
Cross-border complexity and risk	Reduced complexity and improved efficiency: all SEPA payments are domestic payments

Source: EPC- Making SEPA a reality: The definitive guide

## 7. Who will be impacted in the payments market?

Basically everyone who makes an electronic payment in Euros (i.e. a citizen, merchant, public administration and business) will be affected by SEPA, as will everyone in the payment supply chain (mainly banks, payments processors, clearing and settlement mechanisms).

### How many Europeans are affected?

The objective of SEPA is to create an EU-wide integrated market for electronic retail payments in Euros, and therefore everyone making electronic payments in the euro area will be affected. Nevertheless, the biggest impact of SEPA in the short-run is likely to be felt by people or businesses making euro payments cross-border. European citizens are increasingly living, studying, retiring and holidaying abroad and trade within the Single Market continues to grow.

This means for instance that a Belgian citizen working in Finland will receive his salary in full on his Belgian bank account at the latest by the end of the next business day. A German family can pay their gas and electricity bills for their holiday home in Greece simply through a direct debit from their German account. A Slovak student on exchange in Italy can do all her payments effortlessly from her Slovak account. An Irish pensioner living in Spain can pay for the delivery of his daily home newspaper by easy direct debit from his Spanish account<sup>23</sup>.

<sup>20</sup> Making SEPA a reality: The definitive guide (pp. 23 – SEPA Business to Business scheme).

<sup>21</sup> European Trend Survey – Banks and Future 2010 (pp. 14, 17-19)

<sup>22</sup> The banking industry is already developing an e-SEPA capability, which will rely on processes such as electronic invoicing.

See <http://www.the-financedirector.com/projects/sepa/>

<sup>23</sup> SEPA Direct Debit for Consumers - A convenient and secure way to make payments.

With respect to EU trade, take, for instance, **Germany** where the amount of intra-EU exports and imports amounted to **559 and 459 billion EUR in 2006** respectively. Furthermore, intra-EU 27 trade (100 billion EUR) in 2006 is almost the double of extra-EU trade (50 billion EUR)<sup>24</sup> [i.e. Germany trade much more with EU member states than third countries]. All export companies involved in intra-EU trade will see their euro payment operations greatly simplified by the implementation of SEPA. Similarly businesses operating in various Member States will also see big benefits.

In 2008 around **11.3 million EU citizens, or 2.3% of the overall EU population**, lived in another Member State than that of which they were a national, according to Eurostat estimates. Over a million people cross a border every day for work.

Recent studies suggest that **10% of Europeans** have lived and worked in another country (inside or outside the EU) at some point in their past. Three percent have lived in another country but did not work there, and one percent worked in another country before but did not live there.

Nearly two out of ten Europeans (17%) envisage working abroad at some time in the future. 12% of them are considering doing so in the next year, 47% in the next five years.

A majority of Europeans (60%) think that people moving within the EU is a good thing for European integration, 50% think it is a good thing for the labour market, and 47% think it is a good thing for the economy.

**2.2 million students** have participated in the ERASMUS exchange since it started in 1987, as well as 250 000 higher education teachers and other staff since 1997.

**Most of these people** have bank accounts and will need to make payments in more than one Member State. SEPA will make life easier.

In SEPA, consumers can rely on one bank account and one payment card to make Euro payments across 32 countries. When spending in other countries citizens can feel more secure, carry less cash and be less reliant on local ATMs. Their home payment card can be accepted for payments in any SEPA country and they will receive full details of any merchant currency conversion charges across SEPA.

## 8. Why do we need a SEPA migration end date?

Setting an end date provides legal certainty, encourages SEPA investment, avoids the cost of operating dual payments systems and brings forward the substantial future benefits of SEPA. While recognising progress, the latest data show that migration is still lagging behind. The monthly statistics<sup>25</sup> prepared by the European Central Bank show that the SEPA format is only being used for one in five credit transfers. SEPA can only bring maximum benefits when all key stakeholders, such as the business community and public administrations, embrace it and commit to implementing the necessary changes.

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See <http://www.Europeanpaymentscouncil.eu>

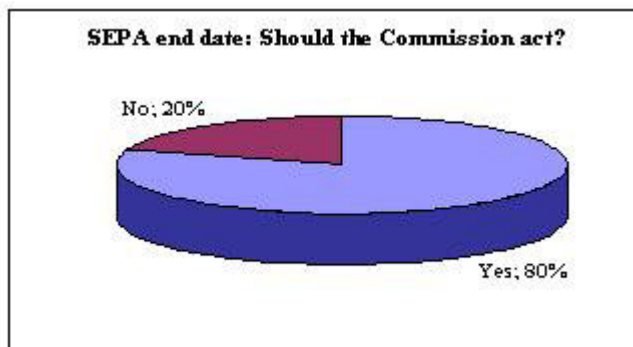
<sup>24</sup> External and intra-European Union trade Statistical yearbook — Data 1958-2006 (pp. 220)

[http://epp.eurostat.ec.europa.eu/cache/ITY\\_OFFPUB/KS-CV-07-001/EN/KS-CV-07-001-EN.PDF](http://epp.eurostat.ec.europa.eu/cache/ITY_OFFPUB/KS-CV-07-001/EN/KS-CV-07-001-EN.PDF)

<sup>25</sup> <http://www.ecb.int/paym/sepa/html/index.en.html>



Against this background a SEPA migration end date of 1 February 2014 has been set. That means that, with the exception of certain limited niche products<sup>26</sup>, migration to SEPA credit transfers and direct debits has to be completed by 1 February 2014 at the latest. This deadline provides for a reasonable transition period of about 2 years that allows customers and banks enough time to become familiar with SEPA and to make the necessary adjustments and investments.



Source: European Trend Survey – Banks and Future 2010<sup>27</sup>

## 9. IBAN, the 'NOT SO' terrible

From a consumer viewpoint, the only real requirement for migrating to SEPA is to use IBAN (International Bank Account Number) instead of the domestic bank account number (BBAN) and the domestic bank sort or branch code, when identifying accounts for payment purposes. In addition for a temporary period (see below), consumers may need to provide the BIC (Business Identifier Code) but only where this is necessary. SEPA is an integrated payment system and therefore requires a common method for identifying bank accounts, namely IBAN, across countries.

IBAN is very straightforward and is built up in the same way for every Member State. Basically, it corresponds to the existing national bank account number and (sometimes) a national bank sort code preceded by two check digits and the international two character ISO (International Standards Organisation) country code (e.g. BE for Belgium). The major advantage of the two check digits is that it very substantially reduces the possibility of making a payment to the wrong account. So the IBAN increases payment security.

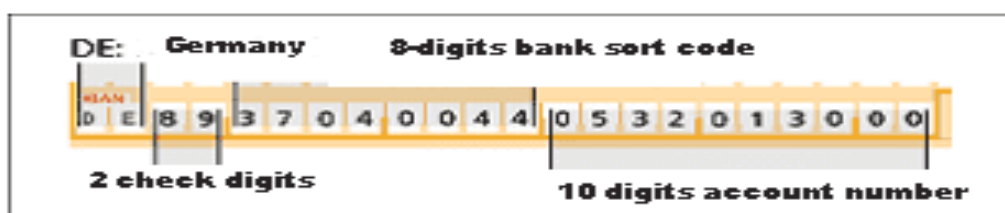
For example in Germany, the IBAN has 22 digits and is simply the bank account number (Kontonummer<sup>28</sup> with 10 digits) and the bank sort code (Bankleitzahl with 8 digits), preceded by DE and the two check digits. This is shown in the diagram below.

<sup>26</sup> Member States may delay the migration of certain niche products until 1 February 2016, but such niche products must have a market share less than 10%.

<sup>27</sup> European Trend Survey – Banks and Future 2010 (pp. 11). See <http://www.Europeanpaymentscouncil.eu/>

<sup>28</sup> In some exceptional cases, the Kontonummer and Bankleitzahl can have less characters. In this case zeroes are simply inserted for the missing characters.

## Diagram showing how IBAN is constructed in Germany



In essence, only the two check digits, increasing security, are new in SEPA.

Strictly speaking, in some cases the BIC (8 to 11 characters) may also be required to be provided by users. However, after a limited transition period (1 February 2014 for national transactions and 1 February 2016 for cross-border transactions), even in these cases users will not be required to provide the BIC.

In the vast majority of cases, the BIC is not needed. For example in Belgium and Austria, already today banks automatically provide the BIC based on IBAN. This makes SEPA migration much easier for users. Therefore, to make migration as easy as possible for all users, the Regulation provides that banks may not ask payment service users to provide the BIC after 1 February 2014 for national transactions and after 1 February 2016 for cross-border transactions. This means that banks and other payment service providers will need to make the necessary arrangements by these dates so that users do not need to provide the BIC. Since making these arrangements may be complicated in a small number of Member States, the regulation provides for a Member State option to delay the date for national transactions from 1 February 2014 to 1 February 2016. However, in all cases by 1 February 2016 at the very latest, no user will have to provide the BIC.

Regarding the move over to IBAN, in practice, banks should adopt measures to make SEPA migration as easy as possible, especially for consumers. There is no reason that consumers should be subject to any complicated form filling. Examples are:

- Automatic conversion facilities, so that customers using electronic banking can just click on the same beneficiary and automatically the new bank account number is used in the electronic transfer [for example, banks in Belgium already do this].
- Member States may allow that banks provide their customers with conversion services for a transition period until 1 February 2016, enabling consumers to continue using the former national payment account number identifier for national payments free of charge.
- Putting IBAN and BIC on plastic bank cards so that customers can quickly find details of his/her IBAN/BIC. This is the case in Austria for all new debit cards<sup>29</sup> and for direct debit cards issued by some banks in Germany.
- Bills sent to customers by utilities or insurance companies can have the IBAN and BIC pre-printed
- Finally for direct debits, these will be automatically debited using the new IBAN/BIC account numbers. So no action will be required by users.

<sup>29</sup> See [http://ec.europa.eu/internal\\_market/payments/docs/sepa/forum-2009\\_10\\_20/at\\_en.pdf](http://ec.europa.eu/internal_market/payments/docs/sepa/forum-2009_10_20/at_en.pdf)



In 2009 most non-cash transactions in Germany were made by means of direct debit (50%) which does not require input of the relevant account number for each transaction. A further 35% of payments were made up of credit transfers either in the form of standing orders or at the ATM (automated teller machine) where the customer's own account number is inserted automatically. Consequently for the vast bulk of transactions, consumers will not be burdened by new requirements or changes in the way they make non-cash payments<sup>30</sup>.

Overall, the experience up until now shows that it is possible to successfully migrate to SEPA and IBAN. In some countries, such migration has already been completed e.g. Luxembourg, Italy, Greece and Slovenia. In other countries such as Italy and Belgium and Malta, IBAN is already being increasingly used as the identification number in domestic payment transactions.

#### **10. Why are per transaction interchange fees for SEPA direct debits prohibited but accepted for failed transactions?**

Currently the banking systems in six Member States (Spain, France, Sweden, Belgium, Portugal and Italy) have agreed that the bank of the payee (for instance the utility company) will pay the bank of the payer (i.e., the consumer) a hidden fee whenever there is a direct debit transaction. These are called multilateral interchange fees (MIF). As they are agreed collectively between banks and have an impact on prices, these multilateral interchange fees raise concerns about their effect on competition.

The usual justification from banks in these six Member States is that these fees are needed to encourage payers to use direct debit which are very attractive to payees and to keep costs down for payers.

However, the Commission has not seen sufficient evidence to support this. First, the direct debit system in the other 21 Member States does not require per transaction MIF and Member States, where direct debits are most used, do not have a per transaction MIF. Secondly, the Member States where there is that kind of interchange fee do not appear to have lower customer fees for direct debits or lower bank charges in general. So there is no visible consumer benefit generated by per transaction MIF.

Prohibiting multilateral interchange fees per transaction will make the costs of the direct debit system more transparent. If payers are reluctant to use the system, payees who normally have a long-term business relationship with their direct debit customers are well-placed to offer them incentives directly to use a direct debit. For example, some utility companies already offer their clients a discount on their bills if they accept a direct debit.

However, multilateral interchange fees for failed transactions can help to improve the efficiency of the direct debit system and will therefore be kept. They ensure that those responsible for the failure of the transaction assume the responsibility.

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<sup>30</sup> SEPA: Smart Easy – Perfectly Adequate. See <http://www.dbresearch.com/>

**11. Does the requirement, that interchange fees for rejected direct debit transactions be aimed at allocating costs to the party that has caused the error, mean that inter bank fees can go in two directions, dependent on which bank made the error?**

The participant banks have the possibility to arrange the system in the way they deem suitable provided that the amount of the interchange fees is based on a collective arrangement aimed at efficiently allocating costs to the party that has caused the error. However, the allocation of costs for errors may also be realised by practical solutions, taking into account the functioning of the arrangement, the possibilities for parties to obtain compensation for damages and the stream of costs and revenues between the parties.

**12. What are the most important dates for the SEPA migration?**

The table below provides an overview of the most important dates for SEPA migration fixed by the Regulation:

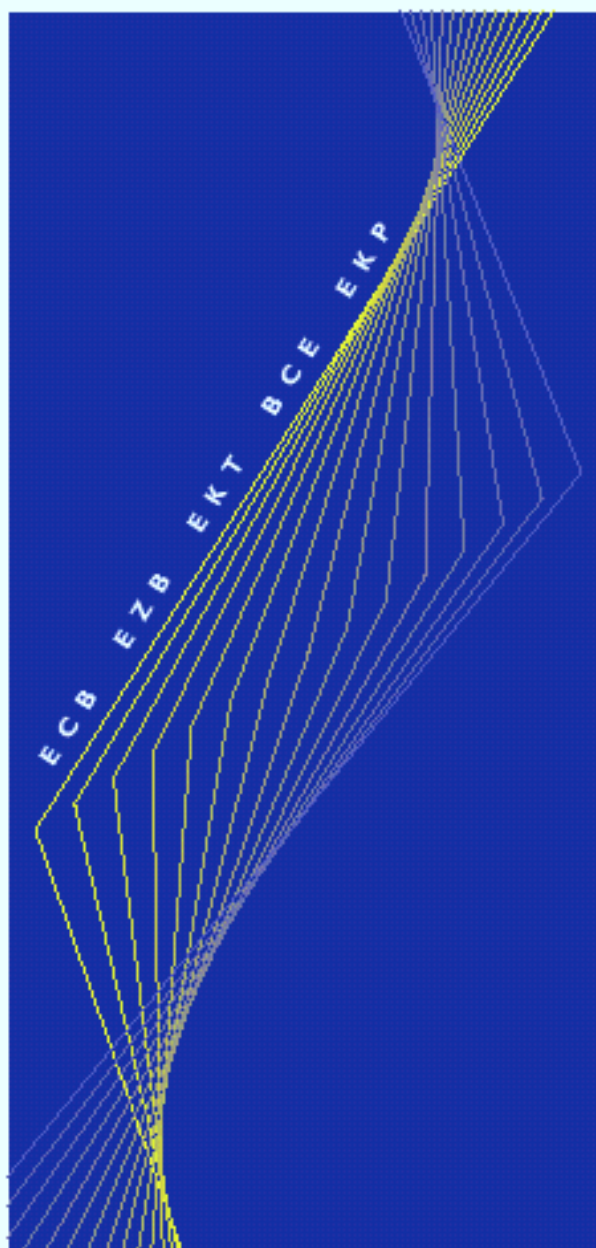
1 February 2014	Migration end-date for SEPA credit transfers and SEPA direct debits in Euro Member States
31 October 2016	Migration end-date for SEPA credit transfers and SEPA direct debits in non-Euro Member States – Note one year after joining euro, if earlier
1 February 2014	End-date for grandfathering existing direct debit mandates
1 November 2012	Prohibition of per-transaction MIF for cross-border direct debits
1 February 2017	Prohibition of per-transaction MIF for national direct debits
immediately effective	Reachability for SEPA credit transfers and SEPA direct debits in Euro Member States
31 October 2016	Reachability for SEPA credit transfers and SEPA direct debits in non-Euro Member States – Note one year after joining the Euro, if earlier
1 February 2014	Interoperability in Euro Member States
31 October 2016	Interoperability in non-Euro Member States – Note one year after joining the Euro, if earlier
1 February 2014	Elimination of the obligation for users to provide the BIC for national payments, where necessary – Note Member States have the option to defer to 1 February 2016
1 February 2016	Elimination of the obligation for users to provide the BIC for cross-border payments
1 February 2016	Expiry of transitional arrangements for so called 'niche products'
1 February 2016	Expiry of transitional arrangements for one-off direct debits used at merchants (e.g. in Germany ' <i>Elektronisches Lastschriftverfahren</i> ' – ELV)
1 February 2016	Expiry of Member State option to allow banks to provide conversion services

**More information on SEPA is available at:**

[http://ec.europa.eu/internal\\_market/payments/sepa/ec\\_en.htm](http://ec.europa.eu/internal_market/payments/sepa/ec_en.htm)



EUROPEAN CENTRAL BANK



# **IMPROVING CROSS-BORDER RETAIL PAYMENT SERVICES**

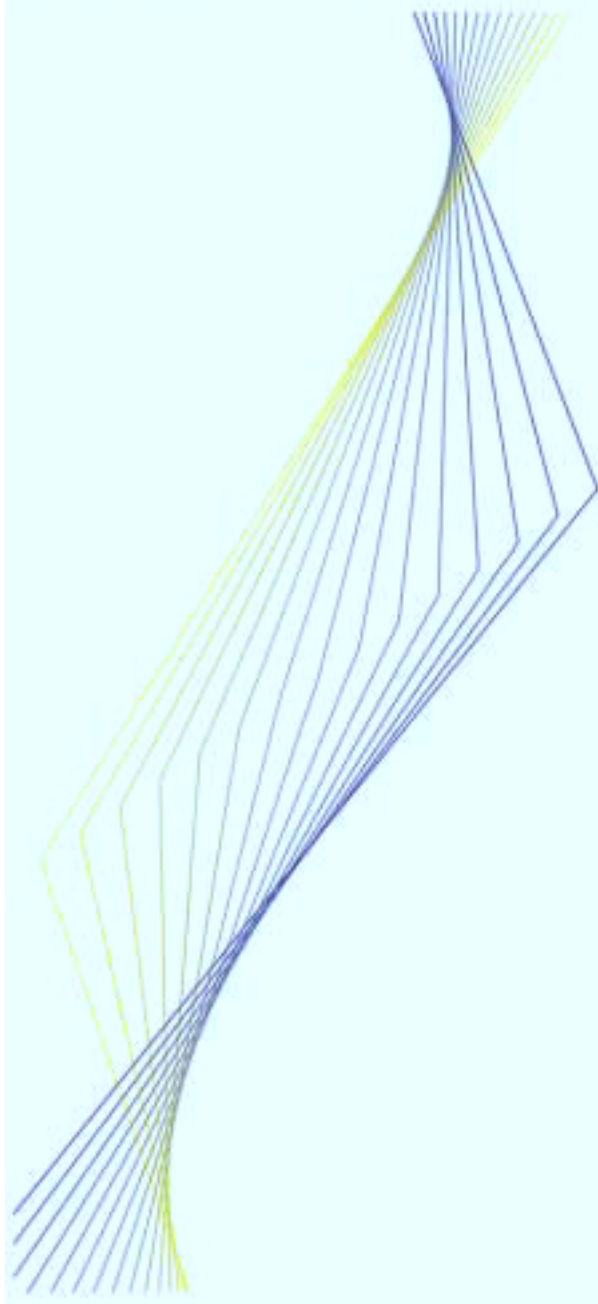
## **PROGRESS REPORT**

September 2000





EUROPEAN CENTRAL BANK



# **IMPROVING CROSS-BORDER RETAIL PAYMENT SERVICES**

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## Executive summary

In September 1999 the Eurosystem published a report entitled “Improving Cross-Border Retail Payment Services – the Eurosystem’s view” (the “1999 Report”). The 1999 Report recognised that the service level for cross-border credit transfers within the euro area is far removed from the service level for domestic credit transfers, although a single currency environment would require a single payment area in which people are able to transfer money as rapidly, reliably and cheaply from one part of the euro area to another as they can within each Member State. To launch the discussion and give a clear signal to the banking and payment systems industry, the Eurosystem defined seven objectives for the industry to fulfil by 1 January 2002.

This progress report identifies the achievements of the banking and payment systems industry since the publication of the 1999 Report, provides an interim assessment as of August 2000 against the objectives and identifies the outstanding issues.

In general, the banking and payment systems industry has clearly committed itself to the fulfilment of the Eurosystem’s objectives and has focused on cross-border credit transfers, as called for in Objective 2. The other objectives are at present unfulfilled to varying degrees. The banking sector, however, has undertaken substantial preparatory work, especially in the areas of implementation of standards (Objective 7) as all components for a straight-through processing (STP) mode are now ready for implementation. Banks and payment infrastructure providers should subscribe publicly before the end of 2000 to the implementation of STP standards. Furthermore, the deadlines for the implementation of standards as proposed by the European Credit Sector Associations are set at the end of 2001, which is very late if the implementation is to affect customer prices in time. The banking sector is also urged to implement the paper-based International Payment Instruction (IPI), as well as to develop its electronic counterpart as soon as possible.

There are also indications, although based on a rather limited survey, that the end-to-end execution time for cross-border credit transfers (Objective 4) in most cases no longer constitutes a major problem.

In order to increase efficiency, retail cross-border systems should be accessible to a wide range of institutions (Objective 6). The EBA STEP1 system can be considered to meet this objective provided that clearing banks offer settlement services at reasonable prices. The payment networks based on enhanced correspondent banking could also qualify as such if they were to be more open to banks outside their traditional constituency. The

Eurosystem invites them also to consider co-operative arrangements among themselves in order to obtain economies of scale and to lower the costs, to the benefit of customers.

So far, it seems that customer prices have not decreased since the introduction of the euro (Objective 3 requires a substantial reduction) and in too many cases the payee has been charged some costs even though the payer has requested to bear all costs (Objective 5). However, the European Credit Sector Associations' initiative to agree on a multilateral interbank exchange fee (MIF) and to develop a "basic" service offer, if successful, has the potential to contribute substantially to the achievement of these objectives, although they need to be developed further. In particular, the "basic" service offer should include a payment execution time of no more than three working days (Objective 4). Furthermore, in order for the "basic" service offer to contribute significantly to greater price transparency and hence to enhanced competition, the Eurosystem invites banks to turn it unambiguously into a standard cross-border payment product with a common name, to be provided by most banks.

Regarding the balance of payments reporting burden on banks, an important breakthrough has been achieved. As from 2002, cross-border payments below EUR 12,500 will no longer need to be reported and hence reporting will no longer constitute a justification for high customer fees.

It should also be recognised that the achievement of the objectives depends not only on banks but also on companies and customers, who should include adequate information in invoices and payment orders so as to facilitate STP. In order to achieve this, there would need to be an information campaign, on which the industry should provide practical proposals by the end of 2000.

In view of the substantial progress achieved by the banking sector towards establishing the necessary conditions for the objectives to be achieved by 2002, the Eurosystem is maintaining its current policy of not becoming operationally active at present. It will continue to facilitate and foster discussions aimed at the timely fulfilment of the objectives.

Moreover, the Eurosystem will monitor closely whether the progress on technical preparations for improved cross-border services ultimately translates into an adequate service for the citizen. The Eurosystem has retained all options, including its own operational involvement, in case this is not achieved. The Eurosystem will provide a new assessment against the objectives at the beginning of 2002.

In order to facilitate the successful fulfilment of the Eurosystem's objectives, the banking sector should maintain and reinforce its efforts and, in particular, adopt the following action points:

1. The payment infrastructure providers and the banks should publicly commit by the end of 2000 to the implementation of STP standards and have these standards implemented by mid-2001.
2. The banking sector should cease, with immediate effect, the unlawful practice of "double charging" and find a practical solution to the underlying problem. If the MIF is adopted by the banking sector for this purpose, it should be implemented by mid-2001.
3. The banking sector should define a standard cross-border credit transfer product with a common name, which would contain the "basic" cross-border payment service offer, fulfil the Eurosystem's requirements and which most of the banks would provide. This product should be implemented by mid-2001 at the latest and its roll-out should be accompanied by a marketing campaign.
4. The banking sector should launch information campaigns targeting private and corporate customers in order to inform them about the standards and the information which should be included in invoices and payment orders. The banking sector should elaborate a practical proposal for this campaign by the end of 2000.

## Introduction

In September 1999 the Eurosystem published a report entitled “Improving Cross-Border Retail Payment Services – the Eurosystem’s view” (the “1999 Report”). The 1999 Report underlined that a single currency environment requires a single payment area in which people are able to transfer money as rapidly, reliably and cheaply from one part of the euro area to another, as is now the case within each Member State. Only then will citizens and businesses alike be able to benefit fully from the principles of free movement of goods, services, capital and people.

The evidence to date indicates that substantial improvements are needed with regard to retail cross-border credit transfers within the euro area since their service level is far removed from the service level for domestic payments.

Indeed, the fees for retail cross-border payments remain substantially higher than for domestic payments, although the introduction of the euro has removed the cost of currency conversion within the euro area. In addition, the service level for such payments needs to be further improved and, the unlawful double-charging practices need to be eliminated as required by the Cross-border Credit Transfer Directive.<sup>1</sup>

An important deadline for the achievement of substantial improvements in this sphere is the start of the year 2002, by which time the introduction of the single currency will have been completed and all retail transactions within the euro area will be denominated in one currency only. By then, the benefits of the single currency should also be tangible with regard to cross-border retail payment services.

In the 1999 Report, inefficiencies in the field of retail cross-border payments were partially linked to low traffic, the still predominant recourse to correspondent banking and to the lack of adequate interbank infrastructures. However, the major cause of these inefficiencies was attributed to the internal organisation within banks and to the communication interface with the customer. The banking industry therefore was invited to make these segments of the cross-border payment processing more efficient.

In this context, after having considered several alternatives, and because the banking sector had started to address the issue, the Eurosystem took the view that its operational involvement would not, at that point in time, be justified. Instead, the Eurosystem intended to become a “catalyst for change” by initiating regular discussions with the banking and payment services industry in order to facilitate the achievement of

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<sup>1</sup> Directive 97/5/EC of the European Parliament and of the Council of 27 January 1997.

euro area agreements which would improve the environment for retail cross-border payments, in particular in the field of standardisation.

To launch the discussion, and to give a clear signal to the banking industry and the public, the Eurosystem defined the following objectives, which it encouraged the banking industry to fulfil:

Objective 1: Enhanced system(s)/services should be ready by 1 January 2002.

Objective 2: Priority should be given to cross-border credit transfers.

Objective 3: The price of cross-border credit transfers should decrease substantially.

Objective 4: Settlement time should be comparable for domestic and cross-border payments.

Objective 5: For cross-border credit transfers, as a default rule, fees are to be borne by the originator of the payment only.

Objective 6: Access to cross-border retail payment systems should be open.

Objective 7: Existing standards should be implemented as soon as possible.

Since the publication of the 1999 Report, the Eurosystem has continued to liaise closely with the banking sector on these issues. Several multilateral and bilateral meetings were held in order to identify, together with the banking sector, the specific impediments to fulfilling the objectives, and to investigate and, where possible, agree on effective solutions.

The purpose of this report is to describe the developments since the publication of the 1999 Report (see Section 1), to provide an interim assessment of these developments vis-à-vis the Eurosystem's objectives (see Section 2) and to identify remaining issues (see Section 3). Section 4 draws some conclusions and proposes some follow-up work.

## **1. Developments since the 1999 Report**

### **1.1 Infrastructure and market**

The 1999 Report stated that correspondent banking was the method commonly used for processing cross-border credit transfers. This has led to a fragmentation of payment channels and to very costly interbank processing of cross-border payments. The 1999 Report therefore recommended that further consolidation of the payment systems infrastructure would be desirable.

Since the publication of the 1999 Report, more customer payments<sup>2</sup> have been processed via payment systems such as EBA Euro1 and TARGET, which were in principle established for large-value payments. In EBA Euro1 the average volume of payments processed per month rose from 1,305,164 in the first half of 1999 to 2,010,864 in the first half of 2000, of which, on average, 66% relate to payments below EUR 50,000. In TARGET the average monthly volume of cross-border payments grew from 566,611 in the first half of 1999 to 829,554 in the first half of 2000 and the share of customer payments in the cross-border volume increased from 19% to 33%. Nevertheless, the average value of a cross-border customer payment in TARGET still amounts to EUR 1.1 million, indicating that the system is used more for commercial than for retail payments.

These results show that the market increasingly considers traditional correspondent banking as inadequate for the processing of large-value and corporate payments. Nevertheless, the lack of efficient mass payment processing facilities and integration with domestic retail payment procedures indicates that systems such as EBA Euro1 and TARGET are not entirely appropriate for retail cross-border payments.

Payment networks which are based on enhanced correspondent banking, such as TIPA, Eurogiro, S-Interpay, have also substantially increased their business, with growth figures of 30% or above, attaining a volume comparable to that of EBA Euro1 and TARGET combined. Most networks already use straight-through processing (STP), i.e. no manual intervention is needed for payment processing, and the message formats used are in most cases compatible with S.W.I.F.T. standards (MT100/102<sup>3</sup>). Some networks are also planning to implement the MT103+<sup>4</sup>, the International Bank Account Number (IBAN) and the International Payment Instruction (IPI).

The Euro Banking Association (EBA) has announced the development of a payment system specifically designed for cross-border low-value payments. This initiative consists of a short-term and a medium-term plan.

In the short term, i.e. by November 2000, a cross-border low-value credit transfer system (called "STEP1") will become operational. STEP1 will use the existing infrastructure of the EBA Euro1 system for large-value payments, without being subject to the strict risk management requirements of the large-value segment, and will allow

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<sup>2</sup> In this context "customer payments" also refers to payments to and between corporations.

<sup>3</sup> The MT100 and MT102 are the customer payment message formats currently used; the MT100 is a single payment message and the MT102 can contain several payment instructions.

<sup>4</sup> The MT103+ is the STP (straight-through processing) version of the new customer payment message MT103; see also Section 1.4.

access to a greater number of banks. In fact, STEP1 will have a two-tiered membership made up of, first, the clearing members of Euro1 and, second, any other bank which is not a member of Euro1 but which acquires the status of a STEP1 bank and uses a Euro1 clearing bank as a “settlement bank” for its low-value payments.

The positive effects expected from the establishment of STEP1 can be referred to as threefold: STEP1 is intended to shorten transfer times (payments are settled the day after they are sent), it should encourage the use of industry standards and it may set a precedent for the development of Europe-wide business practices. By basing STEP1 on the Euro1 infrastructure, the EBA has explained that STEP1 will be able to go live earlier than would have otherwise been the case, i.e. if the banking sector were to have initiated a “fully fledged” automated clearing house (ACH) project.

However, STEP1 will not process batch files (other than the MT102 messages) and will not provide the central sorting function traditionally included in ACH-type solutions. This means that the originating bank itself must group payment instructions according to the bank of the beneficiary, which limits the potential to cut costs and reduces the benefits of scale.

In the medium term, the EBA envisages the development of a true ACH-type arrangement. This second constituent of its initiative has not yet been further elaborated.

## **1.2 Pricing of the cross-border credit transfers**

A report on “Bank Charges in Europe”<sup>5</sup> provides a survey-based description of the situation as at November 1999 regarding charges for cross-border transactions within the euro area.

The average fee paid by the originating customer for an “OUR”<sup>6</sup> credit transfer of EUR 100 was found to be EUR 15.51, the range being from EUR 8.15 to EUR 25.61. Furthermore, when taking into account the additional fee of between EUR 3.0 and EUR 10.8 being charged to the receiver in 25% of cases, the average total cost for cross-border credit transfers increased to EUR 17.10. Moreover, when comparing a transfer from country A to country B with the same transfer from country B to country A, fee differences exceeding 300% were sometimes noticed.

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<sup>5</sup> “Bank Charges in Europe”, a report for the European Commission (Directorate-General Sanco), B5-1000-99/074610, IEIC, April 2000. The results of this report are based on a relatively small survey of 352 cross-border transfers.

<sup>6</sup> In an “OUR” credit transfer, all costs are to be borne by the ordering customer.



If these findings are compared with the European Commission's similar study of 1994, progress can be seen clearly as the fees have decreased by more than 40% in most countries.

When compared with the Eurosystem's survey of spring 1999, however, where customer fees ranged from EUR 3.5 to EUR 26.0, no progress can be detected. In this respect, it should be noted that the methodology used in the two studies was different, which makes comparisons difficult: real payments were made in the European Commission's study, whereas the Eurosystem's study was based on public information on the banks' fees.

The report entitled "Bank Charges in Europe" revealed further that even where the OUR option is specifically requested by the originating customer, some costs were charged to the beneficiary in 25% of cases. This so-called double-charging is in breach of the Directive on Cross-border Credit Transfers.

The underlying problem in this respect is that when a customer initiates an OUR order, the receiving bank does not necessarily receive a share of the customer fee charged by the sending bank to cover its costs. This drawback has become more pronounced with the emergence of new payment systems, i.e. EBA Euro1 and, in particular, TARGET, through which banks can reach a large number of other banks with which they do not have well-established business relationships. There are several ways to address these problems, such as billing the originating bank or establishing a database containing information on charges levied by all banks in the euro area. However, the billing would create costs for both the originating and the receiving bank, and the originating bank could not be entirely sure of the level of the receiving bank's fee before the bill arrives. This uncertainty could lead to a situation where the originating bank sets its own fee at an unnecessarily high level. The database solution would lead to practical problems, not only in its creation and in the establishment of access to the database for all banks, but especially in keeping the data up-to-date, as the database should contain all prices of all banks providing these services in the euro area. In order to overcome these problems the banking sector has started to define a default multilateral interbank exchange fee (MIF), which would serve to cover the costs of the receiving bank. This fee would be included in the payment message sent by the originating bank to the receiving bank. This would remove the need for the receiving bank to bill the originating bank (see Section 3.1).

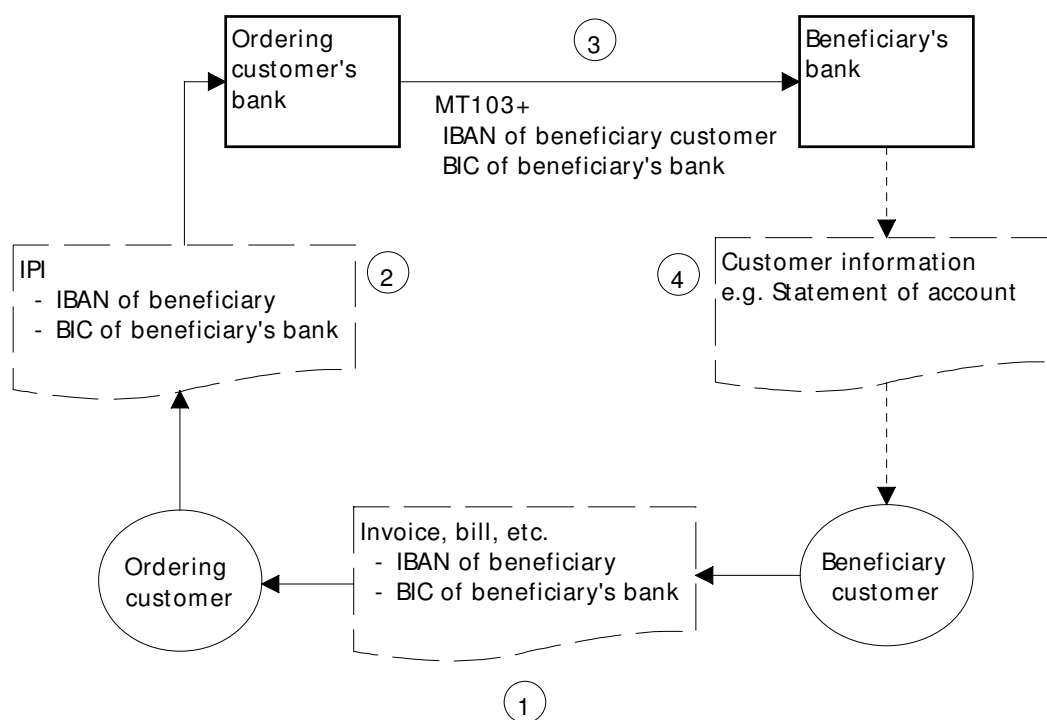
### 1.3 Payment execution time

From the report “Bank Charges in Europe” (based on a limited survey), it appears that the average execution time of a cross-border credit transfer was 3.41 working days. However, 5.14% of credit transfer orders required 7 or more working days to be executed, thereby not even fulfilling the Cross-border Credit Transfer Directive’s default execution time of 6 working days.

### 1.4 Definition of STP standards

The definition of a cross-border credit transfer standard has now reached a stage where the building blocks for a Eurosystem-wide straight-through processing (STP) mode have been defined. This can be considered as a major achievement in terms of co-operation between banks and the Eurosystem over the past year.

These building blocks are the SW.I.F.T. message MT103+, the International Bank Account Number (IBAN), the Bank Identification Code (BIC) and the International Payment Instruction (IPI). These standards cover different parts of the payment processing chain, as can be seen from the following diagram.



The MT103+ must be used in accordance with very strict rules in order to guarantee automatic processing by any bank in a payment chain. It also provides the means to meet

specific requirements such as transparency of charges and, when needed, transmission of balance of payments reporting information. The MT103+ will be introduced into S.W.I.F.T.'s network in November 2000<sup>7</sup>, such that as from this date banks will be obliged to accept MT103+ as an incoming message format, although they are not required to use it for outgoing payments. Some payment systems (TARGET, EBA Euro1 and STEP1) have committed themselves to implementing the standard. The industry recommends that the European banking community should start to use these message formats in preference to the MT100 format at the earliest opportunity, and certainly by the end of 2001.

The *IBAN* (International Bank Account Number) is an international standard for presenting bank account numbers, which includes a checksum, thereby allowing for an off-line integrity control. The banks do not have a harmonised schedule for the distribution of IBANs to customers, and some banks are planning to do this only by the end of 2001. Furthermore, the banks would only be required to be able to process IBANs on incoming cross-border payments by the end of 2001.

*BICs* (Bank Identifier Codes) are a world-wide standard providing a unique identification of banks and their branches. These are needed for routing payments, at least during the transitional phase until the banks' systems are able to route the payments on the basis of the IBAN only.

The *IPI* (International Payment Instruction) is a harmonised paper form designed for the submission of cross-border transfers by customers. There is, however, no common agreement within the banking sector on either the implementation of the IPI or a possible electronic version, which would be useful for STP purposes.

The European Credit Sector Associations<sup>8</sup> have informed the ECB that the European banking community will move to a common message framework to enable transfers to be processed STP end-to-end by the end of 2001.

## 1.5 Balance-of-payments (b.o.p.) reporting requirements

When banks were invited by the Eurosystem to reduce their fees for cross-border retail payments, they claimed that b.o.p. reporting was a major obstacle, first, because it is a

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<sup>7</sup> S.W.I.F.T. has also defined an STP-capable MT102+ (multiple MT103+). The MT102+ would enable multiple credit transfers to be sent in one message, using the same STP rules, and thus provide the same benefits as the MT103+. S.W.I.F.T. will include this update in its Service Release 2001.

<sup>8</sup> The European Banking Federation, the European Savings Banks Group and the European Association of Co-operative Banks.

burden which is specific to cross-border payments only and, second, because quite often it requires a manual intervention, which breaks the STP chain.

Banks also claimed that b.o.p. reporting introduced a competitive disadvantage between them, as Member States do not have a common approach (e.g. with regard to data collection through banks or survey-based systems, exemption thresholds or simplification thresholds). In addition to this lack of harmonisation, the banking sector criticised the inefficiency of the reporting schemes in force, which obliged them to report the same information twice, both on the originating side and on the receiving side.

Discussions were initiated, therefore, between the banking sector and statistical authorities on the following subjects, in order to improve the efficiency of b.o.p. reporting:

- *Harmonisation of the economic codes<sup>9</sup>*

A list of harmonised economic codes was finalised, subject to refinements by January 2001, in June 2000 by the Committee for Monetary, Financial and Balance of Payment Statistics (CMFB).<sup>10</sup> By January 2001 Member States will have provided national timetables for its implementation. This enhancement should facilitate the automation of the reporting.

- *Definition of the threshold*

In June 2000 a common minimum *exemption* reporting threshold of EUR 12,500, with effect from 1 January 2002, was agreed by the CMFB. In other fora, banks asked for an exemption threshold of EUR 50,000 (the maximum amount for payments subject to the Directive on Cross-border Credit Transfers). However, this would have resulted in too great a loss of statistical information (notably for some items on services, where 40% of the information would be lost above EUR 12,500).

The implementation of a uniform exemption threshold constitutes a major breakthrough in diminishing an administrative burden that is specific to cross-border payments. Thus reporting requirements will no longer be a justification for high customer fees for cross-border payments under EUR 12,500.

The implementation date of 1 January 2002 for the exemption is just timely enough to allow for a more satisfactory achievement of the Eurosystem's objectives. Concerning

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<sup>9</sup> Economic codes permit the standardised classification of cross-border payments by reflecting the nature of the underlying transaction.

<sup>10</sup> The CMFB consists of senior statisticians from national statistical institutes, central banks, the European Commission and the ECB.

the implementation of harmonised economic codes, where no implementation date has yet been agreed upon by the CMFB, the Eurosystem will seek as early an implementation as possible.

## **2. Interim assessment against the Eurosystem's objectives**

The Eurosystem invited the banking and payments systems industry to fulfil its objectives by 1 January 2002. This section evaluates the achievements of the industry as at August 2000; it should therefore be considered as an interim assessment.

### **Objective 1: Enhanced system(s)/services should be ready by 1 January 2002**

As this is an overall objective, its fulfilment depends on the fulfilment of the other objectives; it will be addressed in the conclusions accordingly (see Section 4).

### **Objective 2: Priority should be given to cross-border credit transfers**

As can be seen from the developments described above, the banking sector is clearly focusing on credit transfers. Within this category of payments, it may be easier to solve the problem of a poor service level for small-value euro-denominated payments (i.e. below EUR 12,500) as these payments will no longer be subject to any b.o.p. requirements. It would, of course, be useful to be able to apply the same procedures and systems to the widest possible range of commercial payments. However, this should not delay achieving improvements for the small-value segment of the market, in which the problem is most pronounced and the sensitivity of the public is understandably the greatest.

At this stage, the industry action is in line with this objective.

### **Objective 3: The price of cross-border credit transfers should decrease substantially**

If the results from the report "Bank Charges in Europe" can be generalised, it can be concluded that fees have decreased substantially, but that their present level is mostly still very high (albeit with some variations among countries) compared with the price of domestic credit transfers. Moreover, this development seems to have occurred before 1999 and it can therefore be concluded that the advent of the euro and the availability of well-established cross-border payment systems have not given rise to clearly visible price reductions for cross-border credit transfers. However, banks have made considerable progress in preparing the ground for a more efficient handling of cross-border credit

transfers, especially in the area of standardisation. It is still expected that, by 1 January 2002 at the latest, a fair share of the efficiency gains – many of which have yet to materialise – will have been transferred to customers through lower prices.

At this stage, the industry has not yet fulfilled this objective.

#### **Objective 4: Settlement time should be comparable for domestic and cross-border payments**

In concrete terms, the objective requires the execution of a cross-border credit transfer to take no more than one day longer than the execution of a domestic credit transfer, i.e. no more than 3 working days. The study by the European Commission indicates an average execution time of 3.41 days, which, if these results can be generalised, indicates that the full achievement of the objective is within reach and should in fact occur before 2002.

At this stage, the industry is close to fulfilling this objective.

#### **Objective 5: For cross-border credit transfers, as a default rule, fees are to be borne by the originator of the payment only (“OUR option”)**

Even where the OUR option is specifically requested by the originating customer, according to the report entitled “Bank Charges in Europe”, some costs were charged to the beneficiary in 25% of cases. This so-called double-charging is a breach of the Directive on Cross-border Credit Transfers, and should cease immediately. In order to tackle this problem, the banking sector has started to define a default multilateral interbank exchange fee (MIF), which would cover the costs of the receiving bank. This fee would be included in the payment message sent by the originating bank to the receiving bank.

An agreement on the MIF initiative (see Section 3.1) would facilitate both the more widespread use of the OUR option and the elimination of unlawful double-charging practices.

At this stage, the industry has not yet fulfilled this objective.

#### **Objective 6: Access to cross-border retail payment systems should be open**

Any solution which increases the efficiency of retail cross-border payments should be accessible to a wide range of institutions. This is not yet always the case for cross-border arrangements, since access to payment networks is sometimes restricted to institutions from the same “family” or conditioned by reciprocity considerations. It would, however, be desirable for these networks to be more open to banks outside their traditional constituency, to implement common standards and to consider co-operating among

themselves in order to obtain greater economies of scale. The EBA STEP1 system can be considered as meeting the objective of open access, provided that clearing banks offer their settlement services at a reasonable price.<sup>11</sup> TARGET is the only system, however, that is not only accessible to, but also accessed by, the overwhelming majority of banks. Even though it may not be the optimal solution for the processing of retail cross-border payments, TARGET prices nevertheless constitute a de facto ceiling for the fees levied by direct participants upon indirect participants in other arrangements.

At this stage, the industry has not entirely fulfilled this objective.

#### **Objective 7: Existing standards should be implemented as soon as possible**

The STP-capable cross-border credit transfer standard is now ready and awaiting implementation. Some payment systems (TARGET, EBA Euro1, STEP1) have committed themselves to implementing the standard and the European Credit Sector Associations have recommended that banks implement the standards, with the exception of the IPI, by the end of 2001 at the latest. This deadline for implementing standards is very late, therefore the Eurosystem would urge banks to implement the standards by mid-2001 at the latest. The banking sector should also consider implementing the paper-based IPI by this time and developing its electronic counterpart, as they can be seen to be valuable for STP purposes.

The negotiation and co-ordination process, which has led to the above results in the field of standardisation, has proven to be demanding and complex. Considerable efforts should be made to streamline the decision-making and “commitment” process for the implementation of standards within the banking sector. In a single currency area, which covers several countries, interbank co-operation should, over time, be organised as efficiently as it is at the national level.

At this stage, the industry has not entirely fulfilled this objective.

### **3. Outstanding issues**

Of the Eurosystem's seven objectives, objectives 3 to 7 have not yet been fully met, although substantial progress has been achieved on most of the issues. However,

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<sup>11</sup> As STEP1 envisages settlement via the current Euro1 settlement banks, the STEP1 banks will be charged bilaterally by the settlement banks for settlement services. In order to avoid unnecessary barriers to entry, it is vital that these banks are willing to provide their services to prospective STEP1 banks at a reasonable price.

considerable effort is still required to meet all of the objectives by the year 2002 target. Thus the resolution of the outstanding issues is particularly urgent.

### **3.1 Multilateral interbank exchange fee**

The banking sector is elaborating a proposal on the multilateral interbank exchange fee (MIF). The intention is to propose two MIFs, a lower level MIF for STP payments and a higher level MIF for non-STP payments. There is a consensus emerging within the banking sector that the MIF would be a default interbank exchange fee aimed at providing remuneration for the provision of services when receiving a cross-border credit transfer, applying only to OUR payments denominated in euro and covering only cross-border payments processed through euro-interbank payment systems. Furthermore, the implementation of the MIF assumes that there are no b.o.p. statistical reporting requirements, i.e. that it would apply only for payments up to EUR 12,500. The banking sector expects its internal negotiations to be finalised by the end of 2000, followed by a formal notification to the European Commission. The MIF is intended to enter into force on 1 January 2002.

In principle, a multilateral fee could be seen as a restriction of competition in the form of a multilateral price agreement and should therefore be considered in the light of the relevant Community (and national) competition legislation.<sup>12</sup> However, the competition legislation provides certain criteria for such agreements to be granted an exemption, including the criterion that customers must receive their fair share of the benefits and that there should not be a direct link between customer prices and the MIF, as customer prices should be determined by free competition. Provided that these criteria are fulfilled, the MIF might be acceptable to the European Commission, which is the authority competent to decide whether an exemption from Community competition legislation would be needed and could be granted.

The MIF initiative should facilitate the avoidance of double-charging and contribute to meeting the ex ante information requirements of the Cross-border Credit Transfer Directive. Furthermore, the MIF must contribute to the overall objective of substantially reducing customer prices. Moreover, interbank exchange fees should be as low as possible and should cover the smallest possible part of the processing chain, given that they could be seen as a restriction on competition. In this respect, the Eurosystem has

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<sup>12</sup> See in particular paragraphs 1 and 3 of Article 77 (ex Article 81) of the Treaty establishing the European Community and the Notice on the application of the EC competition rules to cross-border credit transfers (95/C 251/03).



expressed the following concerns (which, of course, are without prejudice to any evaluation of the matter by the competent authorities).

First, the range of services to be covered by the MIF should be as small as possible in order to provide maximum scope for competition. In particular, it is clear that charges for cross-border retail payments will only decrease substantially if most of the payments are processed without using correspondent banks as intermediaries. Thus there does not appear to be any justification for including remuneration for such intermediaries in the MIF, as their services will not, in most cases, be needed.

Second, if intermediaries are used, the Eurosystem would prefer the first intermediary bank in the country of destination of the payment, rather than the beneficiary's bank, to be the recipient of the MIF. Indeed, the processing of the cross-border payment in the destination country should be considered identical to the processing of a "real" domestic payment, and hence the processing should be undertaken according to the domestic clearing and settlement rules.<sup>13</sup> Therefore, the most straightforward solution would be for the intermediary bank to receive the MIF and forward it in full or in part to the beneficiary's bank according to the domestic clearing and settlement rules or bilateral contracts.

Third, in relation to calculation methods for cost recovery, it should be taken into account that, by using STP, the operational costs to the beneficiary banks will be minimal, that is to say very similar to those which they incur for domestic payments. Admittedly, investment costs related to the adaptation of internal systems to the new STP methods are probably substantial. However, it would be rational to spread their recovery over a large number of years, instead of over three years as foreseen by the banking sector, since part of this investment will be made once and only once. Furthermore, the MIF should contain only remuneration of actual costs and investments necessary for the reception of cross-border payments.

Fourth, the need for an MIF, as well as its level, should be revised from time to time. Given increasing cross-border payment volumes and technological improvements, the MIF should decrease over time.

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<sup>13</sup> Similarly, the MIF for cross-border payments should not be applied where the sending credit institution is making the conversion to the domestic payment standard of the beneficiary by directly accessing the domestic payment system (ACH) in the receiving country.

### 3.2 The implementation and use of STP standards

The Eurosystem welcomes the common understanding which has been reached on the standard (MT103+, IBAN, BIC and IPI) allowing the end-to-end STP of cross-border credit transfers. The timetable proposed by the banking federations could, however, be considered somewhat unsatisfactory.

For the *MT103+* format, the banking federations recommended that the European banking community should start to use the format (sending and receiving) by the end of 2001. The Eurosystem shares the view of the banking federations, but invites and encourages banks to use the MT103+ instead of the MT100 format for the bulk of their outgoing payments by mid-2001. As not all banks have BICs yet, the Eurosystem urges them to apply for one at their earliest convenience, and by mid-2001 at the latest.

Furthermore, the Eurosystem understands that banks do not have a harmonised schedule for the distribution of *IBANs* to customers, and that some banks are planning to do this only by the end of 2001. In addition, banks would only be required to be able to process *IBANs* on incoming cross-border payments by the end of 2001. The Eurosystem considers these deadlines to be very late, as customers and companies also need time to accustom themselves to using *IBANs*. It is therefore urging the banking sector to distribute *IBANs* to customers in the first half of 2001 and to be able to process them by mid-2001 at the very latest.

Finally, the Eurosystem takes note that the banking sector has no common agreement on the implementation of the paper-based *IPI*. The Eurosystem considers the paper-based *IPI* as a first step, which should be followed by an electronic version of the *IPI* in order to allow automatic processing from customer to customer, e.g. via the internet. However, when electronic customer interfaces are used for customer account management and payment purposes, adequate attention should be paid to security in order to guarantee the authenticity, integrity, confidentiality and non-repudiability of messages. As the *IPI*, and in particular its electronic version, is useful for STP purposes, the Eurosystem urges the banking sector to implement the paper-based *IPI* by mid-2001 and to prepare the electronic version as soon as possible.

The investment required to implement the standards may be considerable and the return on the investment will typically depend on the adoption of the same standards by other market participants. In order to prevent banks waiting for others to announce their intentions first, it is desirable that, before the end of 2000, banks and payment infrastructure providers should publicly confirm their commitment to the implementation of STP standards.

### 3.3 Transparency

The envisaged enhancements in the processing of cross-border payments will reduce banks' costs and increase the speed of payment execution. It is important for the reputation of the banking sector, and for the acceptance of the euro, that the availability of a better service is made known to the public and that the customer knows that the submission of payment orders in the correct format will be beneficial in terms of price and speed of execution.

At present, the cost of cross-border credit transfers does not normally constitute a decisive factor in a customer's choice of bank and is therefore not a strong element of competition. This is also related to the fact that a prospective customer faces difficulties in comparing the services and prices of different banks with regard to cross-border retail payments and hence in selecting the service provider that best fulfils its needs.

Partly in response to these concerns, the banking federations have defined the prerequisites for STP in combination with which they intend to offer at least a "basic" service level. This "basic" service level would apply to retail cross-border credit transfers:

- between banks located in the EU or the EEA;
- denominated in euro;
- with an OUR option; and
- not exceeding the exemption threshold for b.o.p. reporting, i.e. EUR 12,500.

The "basic" service level would be provided only where the customer provided a payment order containing full bank and account details of the beneficiary, i.e. the IBAN and BIC of the beneficiary bank.

If these conditions are met, the following will apply:

- (i) the sending bank will charge the originator a fee for the cross-border credit transfer in accordance with its published and widely available set of charges;
- (ii) the sending bank will undertake to pay the receiving bank an agreed interbank exchange fee;
- (iii) the receiving bank (whether this is the beneficiary's bank or an intermediary) will make the full amount of the cross-border credit transfer available to the beneficiary; and

- (iv) upon receipt of a cross-border credit transfer the receiving bank will ensure that the beneficiary receives funds in its account within the same time scale as that which would apply to the same beneficiary in respect of a similar domestic transfer.

The Eurosystem welcomes the idea of defining a “basic” service level, but notes that this should fulfil not only the requirements of the Cross-border Credit Transfer Directive but also the Eurosystem’s objectives, especially the maximum payment execution time of three working days (Objective 4).

Furthermore, this initiative does not fully contribute to price comparability, as banks may still provide a more advanced cross-border payment product without necessarily providing the “basic” service itself. It is difficult to understand, particularly for smaller value cross-border payments, why there has been no proposal to agree on a *standard service*.

The Eurosystem therefore strongly recommends that the banking sector should define a standard cross-border payment product with a common name, which would be in line with the Eurosystem’s objectives, and which would be supported by a marketing campaign by the banking sector. Keeping in mind the basic objectives of the Eurosystem, the product should be defined and implemented as soon as possible and certainly by June 2001 at the latest, in order to allow time for competition to affect customer prices before 1 January 2002.

### 3.4 Information campaigns

The public at large has to be informed about the standards and how they should be used when ordering cross-border payment transfers. The corporate sector involved in cross-border business should also be targeted in a specific information campaign, since it could promote the use of the International Payment Instruction (IPI), and it should be encouraged to mention on its invoices its bank and account details in line with the agreed STP standards (i.e. the BIC and IBAN).

Such an information campaign is considered vital if customers and the banking sector are to benefit fully from STP processing. Without such a campaign, the corporate sector cannot be expected to provide its banking details and customers the appropriate information in payment orders. This would lead to a break in the STP chain because of the need for manual corrections of, and extra data to be included in, the payment messages.

To promote transparency the banking sector should also undertake a marketing campaign for the standard service level for cross-border payments as discussed in Section 3.3. This campaign should take place in mid-2001.

The Eurosystem desires the banking sector to elaborate practical proposals for such information campaigns by the end of 2000.

#### **4. Conclusions and follow-up**

The banking and payment systems industry has committed itself to fulfilling the Eurosystem's objectives and has achieved significant progress, especially in the area of standardisation. The Eurosystem is therefore retaining its current policy of not becoming operationally active at present, but is continuing to work as a catalyst for change.

However, the successful and timely fulfilment of all the objectives is still uncertain and will depend on the resolution of the pending issues. The Eurosystem will follow developments closely and will provide a further assessment against the objectives at the beginning of 2002. In the event of failure to fulfil the objectives, the Eurosystem would need to reconsider its policy of not becoming operationally active.

The fulfilment of the objectives would considerably diminish the gap between the service levels for domestic and cross-border credit transfers within the euro area. Further work after 2002 will, however, be needed in order to achieve a single payment area in which cross-border credit transfers are executed as efficiently as domestic credit transfers are today, this being the Eurosystem's ultimate goal in this respect.



EUROPÄISCHE ZENTRALBANK

EUROSYSTEM



## DER EINHEITLICHE EURO-ZAHLUNGS- VERKEHRSRAUM (SEPA)

◀ EIN INTEGRIERTER MARKT  
FÜR MASSENZAHLUNGEN ▶



# INHALTSVERZEICHNIS

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Jean-Claude Trichet

## VORWORT

Mit SEPA werden alle Euro-Zahlungen zu inländischen Zahlungen

Seit der Einführung der Euro-Banknoten und -Münzen im Jahr 2002 können Verbraucher überall im Eurogebiet Barzahlungen „aus einer Geldbörse“ mit einer einheitlichen Währung tätigen. Nun ist es an der Zeit, dafür zu sorgen, dass Verbraucher unabhängig von ihrem Wohn- bzw. Aufenthaltsort im gesamten Eurogebiet bargeldlose

Zahlungen unter Verwendung eines einzigen Kontos zu den gleichen grundlegenden Bedingungen vornehmen können. Zu diesem Zweck werden sich die verschiedenen Märkte für Massenzahlungen im Euroraum zu einem einzigen Markt zusammenschließen, dem einheitlichen Euro-Zahlungsverkehrsraum (*Single Euro Payments Area, SEPA*). Innerhalb von SEPA werden alle Euro-Zahlungen als inländische Zahlungen behandelt, und es wird nicht mehr wie derzeit zwischen nationalen und grenzüberschreitenden Zahlungen unterschieden. Dies erfordert Veränderungen, nicht nur im Bankensektor, sondern auch bei den Zahlungsgewohnheiten der Verbraucher in den Euro-Ländern.

Diese Veränderungen sind Voraussetzung für einen stärker integrierten Zahlungsverkehrsmarkt, der erhebliche wirtschaftliche Vorteile mit sich bringen wird. Innerhalb von SEPA werden Dienstleistungen besser vergleichbar sein; außerdem wird SEPA den Wettbewerb fördern und Innovationen vorantreiben. Kredit- und Zahlungsinstitute, die technologischen Neuerungen gegenüber offen sind und ihren Kunden Zusatzleistungen anbieten, werden von diesem neuen integrierten und wettbewerbsorientierten Markt profitieren. Es ist wichtig, SEPA nicht als eine „einmalige Aktion“, sondern vielmehr als ein sich stetig weiterentwickelndes Projekt zu sehen, das die europäische Integration unterstützt und darauf abzielt, alle Aspekte des Massenzahlungsmarkts im Eurogebiet kontinuierlich zu verbessern. SEPA wird auch einen merklichen Beitrag zur Agenda von Lissabon leisten, deren Ziele die Förderung der Wettbewerbsfähigkeit und die Gewährleistung der fortlaufenden Entwicklung der europäischen Wirtschaft sind. Das SEPA-Projekt ist wichtiger Bestandteil des europäischen Binnenmarkts und bedarf der vollen Unterstützung aller Beteiligten. Das Eurosystem setzt sich nachdrücklich für SEPA ein.

SEPA wird die europäische Integration vorantreiben

SEPA wird den Wettbewerb und Innovationen fördern und die Bedingungen für Kunden verbessern

Jean-Claude Trichet

Präsident der Europäischen Zentralbank

# EINLEITUNG

Seit der Schaffung der Europäischen Wirtschaftsgemeinschaft im Jahr 1958 wurde der Weg hin zu einem stärker integrierten europäischen Finanzmarkt durch mehrere Ereignisse geprägt, von denen die Euro-Einführung im Jahr 1999 und die Bargeldumstellung in den Ländern des Euro-Währungsgebiets im Jahr 2002 von der Öffentlichkeit am stärksten wahrgenommen wurden. Weniger beachtet, aber ebenfalls von großer Bedeutung waren die Einrichtung des Großbetragszahlungssystems für Zentralbanken TARGET (*Trans-European Automated Real-Time Gross Settlement Express Transfer System*), das am 1. Januar 1999 seinen Betrieb aufnahm, und die Einführung seines Nachfolgesystems TARGET2 im Jahr 2007. TARGET2 bildet das Rückgrat des Euro-Finanzsystems und dient der Umsetzung der einheitlichen Geldpolitik des Eurosystems. Das SEPA-Projekt stellt den nächsten großen Schritt hin zu einer stärkeren Integration Europas dar. SEPA wird es Kunden ermöglichen, bargeldlose Euro-Zahlungen unter Verwendung eines einzigen Bankkontos und einheitlicher Zahlungsinstrumente an jeden Begünstigten im gesamten Euroraum zu tätigen. Folglich werden alle Massenzahlungen in Euro zu inländischen Zahlungen werden, wodurch innerhalb des Eurogebiets die Unterschiede zwischen nationalen und grenzüberschreitenden Zahlungen entfallen.

Mit der Gründung des *European Payments Council* (EPC) im Jahr 2002 nahm sich das Bankgewerbe dieses anspruchsvollen Projekts an. Der EPC legt die neuen Regeln und Verfahren für Euro-Zahlungen fest. Hierbei bezieht er nicht nur die Beteiligten innerhalb des Eurogebiets ein, sondern auch jene in anderen Ländern der Europäischen Union (EU) sowie in Island, Liechtenstein, Norwegen und der Schweiz. Damit haben auch Interessengruppen außerhalb des Euroraums die Möglichkeit, an Euro-Zahlungssystemen teilzunehmen und SEPA-Standards und -Praktiken einzuführen, und können so zur Schaffung eines Binnenmarkts für Zahlungsdienstleistungen beitragen.

Die vorliegende Broschüre gibt einen Überblick über das SEPA-Projekt. Das Eurosystem – die Europäische Zentralbank (EZB) und die nationalen Zentralbanken (NZBn) des Euroraums – ist für das reibungslose Funktionieren von Zahlungssystemen im Eurogebiet zuständig und misst daher der Schaffung von SEPA im Euroraum besondere Bedeutung bei. Aus diesem Grund liegt das Hauptaugenmerk dieser Publikation auf dem Eurogebiet.



# SCHAFFUNG DES EINHEITLICHEN EURO-ZAHLUNGSVERKEHRSRAUMS

## > ÜBERBLICK ÜBER SEPA

### SEPA IST:

- > ein Gebiet, in dem Verbraucher, Unternehmen und andere Wirtschaftsakteure, unabhängig von ihrem Aufenthalts- bzw. Standort, Euro-Zahlungen tätigen oder erhalten können. Dabei gelten für inländische Zahlungen die gleichen grundlegenden Bedingungen, Rechte und Pflichten wie für grenzüberschreitende Zahlungen.

### DAS ZIEL VON SEPA IST:

- > die Stärkung der europäischen Integration durch die Schaffung eines Binnenmarkts für alle Massenzahlungen in Euro, der Wettbewerb und Innovation vorantreibt und dadurch bessere Dienstleistungen für Kunden generiert.

### SEPA UMFASST:

- > die einheitliche Währung
- > einheitliche Instrumente für Euro-Zahlungen (Überweisungen, Lastschriften und Kartenzahlungen)
- > effiziente Verarbeitungsinfrastrukturen für Euro-Zahlungen
- > einheitliche technische Standards
- > einheitliche Geschäftspraktiken
- > eine harmonisierte Rechtsgrundlage
- > die fortlaufende Entwicklung neuer Dienstleistungen für Kunden

# SCHAFFUNG DES EINHEITLICHEN EURO-ZAHLUNGSVERKEHRSRAUMS

## SEPA ERFORDERT DIE ZUSAMMENARBEIT FOLGENDER INTERESSENGRUPPEN:

- > Das **europäische Bankgewerbe** ist für die Umstrukturierung der Zahlungssysteme im Eurogebiet verantwortlich. Auf kurze Sicht ist diese Umstrukturierung mit erheblichen Kosten verbunden; mittel- bis langfristig werden die europäischen Banken jedoch von Kosteneinsparungen sowie von möglichen neuen Einkommensquellen profitieren können. Um seine Anstrengungen zu koordinieren, hat das Bankgewerbe ein Entscheidungsgremium geschaffen, das für die Steuerung und Koordinierung des SEPA-Projekts zuständig ist. Diesem Gremium, dem European Payments Council (EPC), gehören 74 europäische Banken und Bankenverbände, einschließlich der drei europäischen Bankenverbände und der Euro Banking Association (EBA), an. Im EPC sind Banken und Finanzinstitute aus der EU sowie aus Island, Liechtenstein, Norwegen und der Schweiz vertreten; die Arbeit des EPC befasst sich mit allen Euro-Zahlungen in diesen Ländern.

[www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu)

- > Das Ziel der **europäischen Clearing- und Abwicklungsbranche** besteht darin, sicherzustellen, dass alle Begünstigten im Eurogebiet mit den SEPA-Instrumenten erreicht werden können. Verschiedene Anbieter von Infrastrukturen, wie automatisierte Clearinghäuser (*Automated Clearing Houses, ACHs*) oder Kartenprozessoren, beteiligen sich aktiv an diesen Arbeiten. Die European Automated Clearing House Association (EACHA) hat eine Reihe von Verfahren zur Gewährleistung der Interoperabilität von Infrastrukturen erarbeitet, während die EBA mit STEP2 das erste europaweite automatisierte Clearinghaus (PE-ACH) für das Clearing von grenzüberschreitenden und inländischen Massenzahlungen in Euro entwickelt hat.

[www.abe.org](http://www.abe.org)

- > Die **Unternehmen im Euro-Währungsgebiet** (Kapitalgesellschaften, Händler, kleine und mittlere Unternehmen) sind in die Entwicklung von Dienstleistungen zur Automatisierung des Zahlungsprozesses eingebunden. Diese Dienste reichen von der Rechnungsstellung bis zum Kontenabgleich und tragen zur Gewährleistung einer durchgängigen, vollautomatisierten Verarbeitung aller Zahlungen bei. Da die Zahlungen beleglos und ohne manuelle Schritte erfolgen, sinken die Kosten für Veranlassung und Empfang. Die Finanzvorstände von Konzernen sind in der European Association of Corporate Treasurers (EACT) vertreten.

[www.eact.eu](http://www.eact.eu)





# SCHAFFUNG DES EINHEITLICHEN EURO-ZAHLUNGSVERKEHRSRAUMS



- > **Öffentliche Verwaltungen** und **Verbraucher** zählen zu den Nutzern der neuen SEPA-Zahlungsinstrumente. Regierungen und öffentliche Verwaltungen veranlassen in Bereichen wie dem Renten- und Sozialversicherungssystem sowie dem Steuersystem sowohl auf nationaler als auch auf grenzüberschreitender Ebene eine erhebliche Anzahl von Zahlungen. Daher bedarf es eines klaren Bekenntnisses seitens der öffentlichen Verwaltungen. Der Rat der Wirtschafts- und Finanzminister der EU (der ECOFIN-Rat) hat seine ausdrückliche Unterstützung für die Schaffung von SEPA mehrmals bekundet.

[www.consilium.europa.eu](http://www.consilium.europa.eu)

Folgende **öffentliche Institutionen** sind in das SEPA-Projekt eingebunden:

- > Das **Eurosystem** hat seine Erwartungen an das SEPA-Projekt in mehreren Publikationen eindeutig dargelegt und beobachtet die diesbezüglichen Fortschritte und Entwicklungen genau.
- > Die **Europäische Kommission** hat eine Strategie zur Beseitigung von Hindernissen im Binnenmarkt und zur Vereinfachung seiner Regeln entwickelt. So schlug sie beispielsweise die Richtlinie über Zahlungsdienste (Payment Services Directive, PSD) vor, die 2007 vom Europäischen Parlament und vom EU-Rat verabschiedet wurde.
- > Es wird erwartet, dass die **nationalen Behörden** sich mehr und mehr einbringen und zu den Ersten gehören werden, die die SEPA-Zahlungsverfahren einführen.

[www.ecb.europa.eu](http://www.ecb.europa.eu)  
[www.ec.europa.eu/internal\\_market](http://www.ec.europa.eu/internal_market)

# SCHAFFUNG DES EINHEITLICHEN EURO-ZAHLUNGSVERKEHRSRAUMS

## > GRÜNDE FÜR SEPA

Derzeit ist die Wirtschaft des Euro-Währungsgebiets nicht in der Lage, alle Vorteile der Wirtschafts- und Währungsunion voll auszuschöpfen. Euro-Massenzahlungen in

Die Wirtschaft des Euroraums kann die Vorteile des Binnenmarkts derzeit nicht ausschöpfen

andere Länder des Euroraums gestalten sich schwierig, da sie häufig andere Zahlungsformate erfordern und zeitaufwendiger sind als nationale Zahlungen. Solange dies der Fall ist, kann der Euro nicht als vollständig eingeführte einheitliche Währung betrachtet werden.

Trotz der Einführung des Euro im Jahr 1999 und der Entwicklung von TARGET/ TARGET2, dem gemeinsamen Großbetragszahlungssystem für Euro-Zahlungen, werden elektronische Kleinbetragszahlungen (d. h. Massenzahlungen) innerhalb des Euroraums weiterhin auf unterschiedliche Art und Weise verarbeitet. Seit der Einführung des Euro hat sich insgesamt in Hinblick auf die Vielzahl unterschiedlicher Zahlungsinstrumente, Standards sowie Verarbeitungsinfrastrukturen für Massenzahlungen nicht viel geändert. In einem solchen Umfeld müssen Unternehmen mit einer hohen Zahl an grenzüberschreitenden Zahlungen Bankkonten in vielen der Länder unterhalten, in denen sie tätig sind. Die nationalen Gesetzgebungen erschweren das grenzüberschreitende Geschäft zusätzlich, da die Regeln und Anforderungen unter Umständen von Land zu Land variieren.

Diese Fragmentierung beeinträchtigt nicht nur den grenzüberschreitenden Zahlungsverkehr, sondern auch nationale Euro-Zahlungen, da sie auf Ebene des Euroraums Innovationen behindert und dem Wettbewerb im Weg steht. Die Schaffung eines Binnenmarkts wird es ermöglichen, dass Innovationen unabhängig von nationalen Grenzen zunehmen.

Der fragmentierte europäische Markt für Massenzahlungen wird nach und nach durch einen vollkommenen und wettbewerbsorientierten Markt für das Eurogebiet ersetzt

Ziel von SEPA ist es also, einen integrierten, wettbewerbsorientierten und innovativen Massenzahlungsmarkt für alle bargeldlosen Euro-Zahlungen zu schaffen, die zu gegebener Zeit gänzlich elektronisch abgewickelt werden sollen. Deshalb werden alle Kunden von SEPA profitieren.



# SCHAFFUNG DES EINHEITLICHEN EURO-ZAHLUNGSVERKEHRSRAUMS

## > INITIATIVEN DES BANKGEWERBES

Der Schwerpunkt des Bankgewerbes beim Übergang zu SEPA lag auf der Entwicklung von SEPA-Zahlungsinstrumenten. Erstens haben die Banken neue Zahlungsverfahren für Überweisungen sowie Lastschriften entwickelt und ein Rahmenwerk für Kartenzahlungen geschaffen. Zweitens wurden Grundsätze für die zugrunde liegenden Verarbeitungsinfrastrukturen festgelegt und Standardisierungsfragen behandelt. Diese Schritte erleichterten die Umsetzung der neuen gemeinsamen Zahlungsinstrumente im Euroraum. Ursprünglich waren die Arbeiten in erster Linie auf den Interbankenbereich ausgerichtet, doch 2008 begann das Bankgewerbe, sich mit Verbesserungsmöglichkeiten bei der Zahlungsabwicklung zwischen Kunde und Bank (also der Kunde-Bank- bzw. Bank-Kunde-Beziehung) auseinanderzusetzen.

Die neuen **Zahlungsinstrumente**, die das Bankgewerbe seinen Kunden anbieten wird, werden auf einer Reihe neuer Regeln, Praktiken und Standards für Euro-Zahlungen beruhen.

Der EPC hat Regelwerke für SEPA-Überweisungen und -Lastschriften sowie ein Rahmenwerk zu SEPA-Kartenzahlungen erstellt, die Banken als Basis für die Entwicklung von SEPA-Zahlungsprodukten dienen können.

Für Überweisungen und Lastschriften wurden neue gemeinsame Verfahren entwickelt, mit deren Hilfe Kunden Euro-Überweisungen an Personen und Unternehmen im gesamten Euroraum veranlassen bzw. von diesen empfangen können. Diese Verfahren sind in Regelwerken beschrieben, in denen die Regeln, Praktiken und Standards für derartige Euro-Zahlungen festgehalten sind. Bei Kartenzahlungen entschied man sich für eine Anpassungsstrategie, die es bereits bestehenden Systemen und ihren Betreibern ermöglicht, sich an neue Geschäftsformen, technische Standards und Prozesse anzupassen. Der EPC hat ein Rahmenwerk geschaffen, das erläutert, wie Kartensysteme (sowie Kartenausgeber, Acquirer und Betreiber) ihren derzeitigen Geschäftsbetrieb umstellen sollten, um den SEPA-Grundsätzen für Euro-Kartenzahlungen zu entsprechen. Ein Kernelement der neuen Zahlungsinstrumente ist die klare Trennung von Verfahren (d. h. Regeln, Praktiken und Standards) und Infrastrukturen. Dadurch ist es allen Infrastrukturen möglich, SEPA-Zahlungen zu verarbeiten.



# SCHAFFUNG DES EINHEITLICHEN EURO-ZAHLUNGSVERKEHRSRAUMS

Finanzinstitute tragen die Verantwortung für die Qualität ihrer SEPA-Produkte. Es steht ihnen frei, ihren Kunden verbesserte Produkte anzubieten, solange diese mit den verschiedenen Verfahren und Rahmenwerken in Einklang stehen.

**Infrastrukturen** stellen die operative Seite des Clearing und die Abwicklung von Euro-Zahlungen bereit.

Der EPC hat ein Rahmenwerk erstellt, das die von Infrastrukturanbietern einzuhaltenden Regeln und Verfahren darlegt. Bei diesen Anbietern handelt es sich um automatisierte Clearinghäuser, Kartenprozessoren und andere Stellen, die Zahlungsdaten für Finanzinstitute verarbeiten, weiterleiten und austauschen.

Bislang waren diese Anbieter von Infrastrukturen für die Regeln, Praktiken und Standards verantwortlich, die für Zahlungen innerhalb eines Landes gelten. Für gewöhnlich bieten sie darüber hinaus Finanzinstituten ihre Abwicklungsdienstleistungen an. Im neuen SEPA-Umfeld werden die Regeln und Standards in den SEPA-Verfahren festgelegt. Diese sind von den Abwicklungsinfrastrukturen getrennt, wodurch deren Anbieter miteinander konkurrieren und ihre Dienstleistungen allen Banken oder Anbietern von Kartensystemen offerieren können.

Das erste europaweite automatisierte Clearinghaus, STEP2, wird von der EBA Clearing betrieben. Die EACHA, in der andere europäische Clearinghäuser vertreten sind, hat ein Rahmenwerk erarbeitet, das die Interoperabilität verschiedener europäischer Infrastrukturen vereinfacht. Durch dieses Rahmenwerk sollten alle Kunden in Europa in der Lage sein, SEPA-Überweisungen und -Lastschriften zu veranlassen und zu empfangen.

## **Leistungen an der Kunden-Bank-Schnittstelle**

Basierend auf den SEPA-Verfahren können Finanzinstitute, einzeln oder zusammen mit anderen, verbesserte Produkte entwickeln und in ihr Portfolio aufnehmen. Diese Dienstleistungen müssen transparent sein, und der EPC muss über neue Produkte informiert werden.

Bei der Entwicklung der SEPA-Verfahren und -Rahmenwerke hat sich der EPC auf den Interbankenbereich konzentriert. 2008 beschloss er, seinen Fokus zu erweitern, und intensivierte seine Arbeiten im Bereich der Kunden-Bank-Schnittstelle. Ziel ist die Entwicklung von SEPA-weiten Dienstleistungen, die zur Verbesserung der SEPA-Zahlungsinstrumente beitragen.



# SCHAFFUNG DES EINHEITLICHEN EURO-ZAHLUNGSVERKEHRSRAUMS



Es wurde die Arbeit an Dienstleistungen aufgenommen, die es den Kunden ermöglichen, SEPA-Zahlungen im Internet-Handel über ihre Online-Banking-Anwendung (**Online-Initiierung von Zahlungen**) oder über Mobiltelefone (**mobile Initiierung von Zahlungen**) anzuweisen. Andere Leistungen ermöglichen die elektronische Zahlungsbestätigung. Beim **elektronischen Kontenabgleich** (*e-reconciliation*) handelt es sich beispielsweise um eine Leistung, die den Kunden nach der Zahlung angeboten wird. Hierbei werden Rechnungen elektronisch mit den entsprechenden Zahlungen abgeglichen und die Daten des Zahlungsempfängers automatisch aktualisiert. Das Eurosystem ermutigte den EPC, seine Arbeit an diesen Zusatzleistungen fortzuführen.

Außerhalb des EPC wurde bereits mit der Arbeit an einer der am häufigsten verwendeten Zusatzleistungen begonnen: der **elektronischen Rechnungsstellung** (*e-invoicing*). Diese Dienstleistung, bei der die Rechnungen direkt an die Online-Banking-Anwendung des Zahlungspflichtigen gesandt werden, wird dem Kunden vor der eigentlichen Zahlung angeboten. Nachdem dieser die Rechnung akzeptiert hat, wird eine automatische Zahlungsanweisung generiert, die alle relevanten Informationen zum Zahlungspflichtigen und Zahlungsempfänger enthält. Mit diesem Thema befasst sich eine Expertengruppe der Europäischen Kommission. Ziel ist die Erarbeitung eines Rahmenwerks für die elektronische Rechnungsstellung bis Ende 2009. Die EZB unterstützt derartige Initiativen mit Nachdruck, da die Kombination von Zusatzleistungen mit SEPA-Zahlungsinstrumenten große Einsparpotenziale für die Volkswirtschaft bringt, Papier eingespart werden kann und eine durchgängige, vollautomatisierte Verarbeitung erzielt wird.

Vor der Zahlung  
angebotene  
Zusatzleistungen

Verarbeitung der  
Zahlung

Nach der Zahlung  
angebotene  
Zusatzleistungen

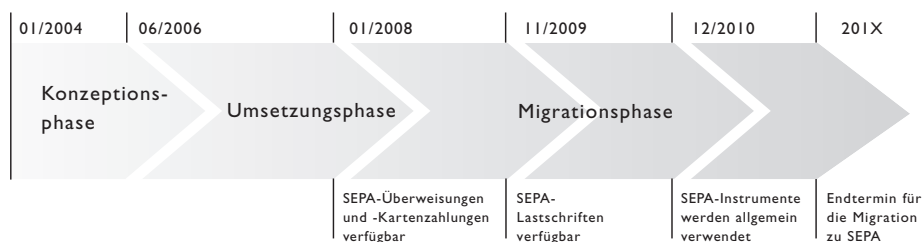
**Vollautomatisierte, durchgängige Verarbeitung**

# SCHAFFUNG DES EINHEITLICHEN EURO-ZAHLUNGSVERKEHRSRAUMS

## > ZEITPLAN

Der Zeitplan des EPC für das SEPA-Projekt kann in drei Hauptphasen unterteilt werden: die Konzeptions-, die Umsetzungs- und die Migrationsphase.

### Zeitplan des EPC



Die erste Phase, die **Konzeptionsphase**, begann im Jahr 2004. Sie umfasste die Ausgestaltung der neuen Überweisungs- und Lastschriftverfahren sowie der Rahmenwerke für die Abwicklung von Kartenzahlungen und für Clearing- und Abwicklungsinfrastrukturen. Die notwendigen Standards wurden entwickelt und die Sicherheitsanforderungen spezifiziert.

Die zweite Phase, die **Umsetzungsphase**, dauerte von Mitte 2006 bis Ende 2007. In dieser Projektphase stand die Vorbereitung der Einführung der neuen SEPA-Instrumente, -Standards und -Infrastrukturen im Vordergrund. Außerdem wurden während dieser Zeit Tests durchgeführt. Die in jedem Land des Euroraums eingerichteten nationalen Umsetzungs- und Migrationsgremien überwachten die Vorbereitungen der verschiedenen Beteiligten auf die Einführung von SEPA. Bei diesen handelte es sich um sehr unterschiedliche Interessengruppen, wie z. B. Banken, Infrastrukturbetreiber, öffentliche Verwaltungen, Unternehmen sowie sonstige Nutzer.

Die letzte Phase ist die **Migrationsphase**, in der nationale Zahlungsverfahren und neue SEPA-Verfahren nebeneinander bestehen werden. Den Kunden werden dann sowohl „alte“ nationale als auch neue SEPA-Instrumente angeboten werden, und die Clearing- und Abwicklungsinfrastrukturen werden in der Lage sein, Zahlungen unabhängig von der Art des genutzten Instruments zu verarbeiten. Ziel ist es, eine allmähliche marktgetriebene Migration zu SEPA zu erreichen, sodass bis Ende 2010 eine kritische Masse an Transaktionen migriert ist.

Nach der Migrationsphase werden die Dienstleistungen zum Versenden und Empfangen von Euro-Zahlungen, die auf den derzeitigen inländischen Überweisungs- und Lastschriftverfahren (oder entsprechenden Verfahren) beruhen, den Kunden nicht mehr zur Verfügung stehen.



## AUSWIRKUNGEN VON SEPA FÜR DIE BETEILIGTEN



Das SEPA-Projekt wird sich in erheblichem Maße auf alle Beteiligten auswirken und sowohl Chancen als auch Herausforderungen mit sich bringen. Der Wettbewerb wird zunehmen, da durch SEPA aus dem Euroraum ein integrierter Markt wird, sodass Anbieter ihre Dienstleistungen, unabhängig von nationalen Grenzen, in allen Euro-Ländern offerieren können. Durch die größere Auswahl an Anbietern in Verbindung mit Skaleneffekten wird sichergestellt, dass Kunden aus einer breiteren Palette wettbewerbsfähiger Zahlungslösungen wählen können. Außerdem wird SEPA zahlreiche zusätzliche Vorteile mit sich bringen.



# AUSWIRKUNGEN VON SEPA FÜR DIE BETEILIGTEN

## > VORTEILE FÜR VERBRAUCHER

Die SEPA-Zahlungsinstrumente werden im gesamten Eurogebiet verfügbar sein. Dies bietet Verbrauchern folgende Vorteile:

- > Sie werden **nur noch ein einziges Bankkonto benötigen**, von dem aus sie überall im Euroraum Überweisungen und Lastschriften ebenso leicht durchführen können wie nationale Zahlungen. Sie können beispielsweise die Miete für ihre im Ausland studierenden Kinder, ihr Feriendomizil oder Rechnungen für Dienstleistungen eines europäischen Unternehmens (z. B. Mobilfunkanbieter, Versicherungs- und Versorgungsunternehmen) bezahlen. Personen, die im Ausland leben, werden nicht mehr zwei Konten unterhalten müssen.
- > Die Verwendung von **Zahlungskarten** wird effizienter werden, da Verbraucher in Zukunft dieselbe Karte für alle Euro-Zahlungen einsetzen können. Damit verringert sich die Notwendigkeit, Bargeld mit sich zu führen.
- > Verbrauchern können unabhängig von nationalen Grenzen **innovative Dienstleistungen** angeboten werden. Das langfristige Ziel des Bankgewerbes ist die ausschließlich elektronische Nutzung von SEPA-Zahlungsinstrumenten. Zahlungen können dann problemlos mit Zusatzleistungen kombiniert werden, d. h. mit Dienstleistungen, die den Transaktionsprozess vor und nach der eigentlichen Zahlungsabwicklung für den Verbraucher und das Unternehmen vereinfachen sollen. Zu diesen Dienstleistungen zählen die elektronische Rechnungsstellung, Zahlungsanweisungen per Internet oder Mobiltelefon, E-Tickets bei Flugbuchungen oder der elektronische Kontenabgleich. Der Verbraucher muss folglich weniger Zeit für Zahlungsvorgänge aufwenden.

## > VORTEILE FÜR HÄNDLER

Zahlungskarten erfreuen sich sehr großer Beliebtheit bei den Verbrauchern und werden bei Zahlungen vermehrt anstelle von Schecks oder Bargeld verwendet. Daher wird für die Zukunft mit einer Zunahme der Kartenzahlungen gerechnet. Um diese akzeptieren zu können, benötigen Händler einen Vertrag mit einem Acquirer. Dieser wickelt die Kartenzahlungen für den Händler ab, indem er die Informationen zur Zahlung und zum Karteninhaber verarbeitet und über Clearinginfrastrukturen an die Bank des Karteninhabers weiterleitet. Hierbei bietet SEPA folgende Vorteile:

- > Acquirer werden alle (auch grenzüberschreitende) SEPA-konformen Kartenzahlungen abwickeln können. Im SEPA-Umfeld können Händler **ihren Acquirer** im Euroraum für die Verarbeitung ihrer Kartenzahlungen **frei wählen**; dies kurbelt den Wettbewerb an und senkt die Kosten.
- > Elektronische Kassenterminals im Eurogebiet werden **zunehmend standardisiert** werden. Im Zuge dessen wird sich die Zahl der Terminalanbieter erhöhen, und die Händler werden eine breitere Palette von Karten an einem einzigen Terminal akzeptieren können. Durch den verschärften Wettbewerb zwischen den Kartenanbietern dürften auch die Gebühren für die Händler sinken.



# AUSWIRKUNGEN VON SEPA FÜR DIE BETEILIGTEN

## > VORTEILE FÜR UNTERNEHMEN

SEPA wird die Zahlungsverwaltung der Unternehmen vereinfachen:

- > Diese werden in der Lage sein, ihre gesamten Finanztransaktionen in Euro **unter Verwendung von SEPA-Zahlungsinstrumenten** zentral über **ein Bankkonto** durchzuführen. Die Zahlungsabwicklung wird vereinfacht, da alle eingehenden und ausgehenden Zahlungen dasselbe Format haben werden. Durch die Zusammenlegung ihres Zahlungs- und Liquiditätsmanagements an einem Ort werden Unternehmen, die im gesamten Euro-Währungsgebiet tätig sind, nicht nur ihre Kosten senken, sondern auch Zeit sparen können.
- > **Zusatzleistungen** wie die elektronische Rechnungsstellung und der elektronische Kontenabgleich werden Unternehmen bei der Optimierung ihrer Zahlungsabwicklung helfen. Derzeit werden diese Dienstleistungen oft nur auf nationaler

Ebene angeboten, da unterschiedliche Zahlungsformate und rechtliche Anforderungen ihre grenzüberschreitende Verwendung erschweren. Standardisierte SEPA-Zahlungsverfahren werden zur Überwindung dieser Hindernisse beitragen, und die Unternehmen werden von der vollautomatisierten, durchgängigen Verarbeitung profitieren.

## > VORTEILE FÜR BANKEN

Für Banken werden sich durch die Bereitstellung neuer Zahlungsinstrumente und euroraumweiter Infrastrukturen folgende Vorteile ergeben:

- > Aufgrund der Möglichkeit, ihre Dienstleistungen allen Kunden im Eurogebiet leichter anzubieten, können Banken ihr Geschäft **ausbauen** und sich dem Wettbewerb auf Ebene des Euroraums stellen. Banken können außerdem ihr Kundengeschäft ausbauen, indem sie neben SEPA-Produkten auch Zusatzleistungen anbieten.
- > SEPA wird zu einer stärkeren Integration auf europäischer Ebene sowie zu einer höheren **Markteffizienz** führen. Durch die Harmonisierung der Bedingungen für Zahlungen wird SEPA einheitliche Regeln, einen gleichberechtigten und offenen Marktzugang, Erreichbarkeit, Transparenz sowie Interoperabilität mit sich bringen. Dies wird den Wettbewerb fördern und Banken in die Lage versetzen, bessere Konditionen mit ihren Dienstleistungsanbietern auszuhandeln.

**Die Verordnung Nr. 2560/2001** wurde zur Anpassung der Gebühren vergleichbarer inländischer und grenzüberschreitender Zahlungen eingeführt. Seit dem 1. Juli 2002 findet sie auf Kartenzahlungen sowie Bargeldabhebungen an Geldausgabeautomaten Anwendung und seit dem 1. Juli 2003 auf Überweisungen bis zu einem Betrag von 12 500 €. Seit dem 1. Januar 2006 gilt sie auch für Zahlungstransfers in Höhe von bis zu 50 000 € zwischen zwei auf Euro lautenden Konten innerhalb der EU. Die Europäische Kommission hat vorgeschlagen, die Bestimmungen im Hinblick auf grenzüberschreitende Euro-Zahlungen auszuweiten, um auch Lastschriften abzudecken. Sie wird ihre Überprüfung der Verordnung, bei der ihr Augenmerk auf der Vereinfachung von SEPA liegt, im Jahr 2009 abschließen.

# AUSWIRKUNGEN VON SEPA FÜR DIE BETEILIGTEN

- > Die Verordnung Nr. 2560/2001, in der der Grundsatz gleicher Gebühren für vergleichbare grenzüberschreitende und inländische Zahlungen innerhalb der EU festgelegt wurde, hat zu einem Ungleichgewicht zwischen Bankgebühren und Kosten für grenzüberschreitende Zahlungen geführt. Dieses Ungleichgewicht kann nur dann überwunden werden, wenn die Bearbeitung grenzüberschreitender Zahlungen – im Hinblick auf Verarbeitung, Clearing und Abwicklung – neu organisiert wird, damit sie ebenso **effizient und kostengünstig** wird wie bei nationalen Zahlungen. Dies zu erreichen ist das vorrangige Ziel von SEPA.

## > VORTEILE FÜR ANBIETER VON INFRASTRUKTUREN

Die Trennung zwischen der Entwicklung von Zahlungsverfahren und den Anbietern von Infrastrukturen (z. B. automatisierten Clearinghäusern und Kartenprozessoren) sollte den Wettbewerb unter den Infrastrukturanbietern verstärken.

- > Infrastrukturanbieter werden **nicht mehr durch nationale Grenzen eingeschränkt**, sondern können ihre Dienstleistungen überall im Euro-Währungsgebiet anbieten.
- > Die **Interoperabilität** oder Vernetzung zwischen verschiedenen Infrastrukturanbietern wird durch einheitliche technische Standards möglich werden.
- > Kartenprozessoren werden ihre Dienste **verschiedenen Kartensystemen und Acquiren** im gesamten Euroraum **anbieten können**.

## AUSWIRKUNGEN DER MIGRATION ZU SEPA FÜR KUNDEN

Für die Kunden dürften die Auswirkungen der Migration zu SEPA insgesamt geringfügig sein. Es könnten sich einige Änderungen für sie ergeben, wenn die inländischen Zahlungsinstrumente durch SEPA-Zahlungsinstrumente ersetzt werden. So wird ihre nationale Kontonummer beispielsweise durch die IBAN ersetzt, und die Formulare, die zur Initiierung von Zahlungen verwendet werden, könnten sich optisch von den heute auf nationaler Ebene genutzten Formularen unterscheiden.



## ELEMENTE VON SEPA

Die Schaffung eines einheitlichen Binnenmarkts für Massenzahlungen im Euroraum ist zwar ein fortlaufender Prozess, doch da die einzelnen Bausteine nun so gut wie fertig sind, ist ein bedeutender Meilenstein erreicht. Der nächste Schritt wird darin bestehen, Zusatzleistungen für Kunden zu entwickeln und anzubieten. Dies wird die SEPA-Zahlungen verbessern und ihre Nutzerfreundlichkeit steigern, wodurch die Schaffung eines beleglosen Zahlungsverkehrsraums mit vollautomatisierter, durchgängiger Verarbeitung aller Zahlungen unterstützt wird.

### **EINHEITLICHER EURO-ZAHLUNGSVERKEHRSRAUM**

Vollautomatisierte, durchgängige Verarbeitung von Zahlungen  
(*end-to-end straight-through processing*)

Zusatzleistungen

+

Ausschließlich elektronische  
Nutzung

+

Einheitliche Zahlungsinstrumente,  
Infrastrukturen, Standards und  
Rechtsgrundlage

### **> SEPA-ZAHLUNGSTRUMENTE**

Der EPC hat zwei neue Regelwerke für das SEPA-Überweisungs- bzw. das Lastschriftverfahren sowie ein Rahmenwerk für die Abwicklung von SEPA-Kartenzahlungen erstellt. Die auf diesen einheitlichen SEPA-Regelwerken und dem Rahmenwerk für Karten beruhenden Instrumente werden sukzessive die derzeitigen nationalen Zahlungsinstrumente ersetzen.



# ELEMENTE VON SEPA

## SEPA-ÜBERWEISUNGEN

Bei einem SEPA-Überweisungsverfahren handelt es sich um ein Verfahren für Interbankenzahlungen, das eine Reihe einheitlicher Regeln und Prozesse für Euro-Überweisungen festlegt. Es schafft ein einheitliches Serviceniveau sowie einen Zeitrahmen, innerhalb dessen die am Verfahren beteiligten Banken einzelne SEPA-Überweisungen durchführen müssen. Das Verfahren wurde im Januar 2008 eingeführt.

### Eigenschaften des SEPA-Überweisungsverfahrens

- > die vollkommene Erreichbarkeit innerhalb von SEPA ist gewährleistet; jeder Kunde kann erreicht werden
- > der gesamte Betrag wird dem Konto des Begünstigten gutgeschrieben; es gibt keine Begrenzung hinsichtlich der Höhe der Überweisung
- > die maximale Abwicklungszeit beträgt drei Geschäftstage<sup>1</sup>
- > das Verfahren ist von der Abwicklungsinfrastruktur abgekoppelt
- > IBAN und BIC werden als Merkmale zur Kontoidentifizierung verwendet
- > es gibt umfassende Regeln für die Abwicklung von zurückgewiesenen Zahlungen (Rejects) und Rücküberweisungen (Returns)

### Was ist eine Überweisung?

Eine Überweisung ist eine vom Zahlungspflichtigen veranlasste Zahlung. Bei einer Überweisung erhält die Bank des Zahlungspflichtigen (Auftraggeberbank) eine Zahlungsanweisung. Daraufhin transferiert sie das Geld an die Bank des Zahlungsempfängers (Empfängerbank); in diesen Prozess sind unter Umständen mehrere Intermediäre eingebunden.

<sup>1</sup>) Gemäß der Richtlinie über Zahlungsdienste, die am 1. November 2009 in Kraft tritt, beträgt die maximale Abwicklungszeit bis zum 1. Januar 2012 drei Geschäftstage und danach einen Geschäftstag.



# ELEMENTE VON SEPA

## SEPA-LASTSCHRIFTEN

Bei einem SEPA-Lastschriftverfahren handelt es sich um ein Verfahren für Interbankenzahlungen, das eine Reihe einheitlicher Regeln und Prozesse für Euro-Lastschriften festlegt. Es schafft ein einheitliches Dienstleistungsniveau sowie einen Zeitrahmen, innerhalb dessen die am Verfahren beteiligten Banken einzelne SEPA-Lastschriften durchführen müssen. Das SEPA-Lastschriftverfahren wird am 1. November 2009 eingeführt.

### Standardverfahren für SEPA-Lastschriften

Beim neuen SEPA-Lastschriftverfahren gibt der Zahlungspflichtige dem Zahlungsempfänger direkt die Einzugsermächtigung. Durch ein E-Mandat (elektronische Mandatserteilung) können Kunden elektronische Einzugsermächtigungen über ihre Online-Banking-Anwendungen erteilen.

### Eigenschaften des Standardverfahrens für SEPA-Lastschriften

- > es bietet die vollkommene Erreichbarkeit innerhalb von SEPA; Lastschriften können an jeden Empfänger gehen
- > es umfasst sowohl wiederkehrende als auch einmalige Euro-Zahlungen
- > es sieht eine Transaktionszeit von fünf Geschäftstagen für Einmal- und Erstlastschriften sowie von zwei Geschäftstagen für Folgelastschriften vor
- > das Verfahren ist von der Abwicklungsinfrastruktur abgekoppelt
- > IBAN und BIC werden als Merkmale zur Kontoidentifizierung verwendet
- > es gibt umfassende Regeln für die Abwicklung von zurückgewiesenen Zahlungen (*Rejects*) und Rücküberweisungen (*Returns*)

### Besonderes Verfahren

- > Es wurde auch ein Lastschriftverfahren für Transaktionen zwischen Unternehmen erarbeitet, das auf dem SEPA-Standardlastschriftverfahren basiert und mit spezifischen zusätzlichen Merkmalen für Transaktionen zwischen Unternehmen ausgestattet ist.

#### Was ist eine Lastschrift?

Eine Lastschrift ist ein vom Zahlungsempfänger über seine Bank infolge einer Vereinbarung zwischen Zahlungsempfänger und Zahlungspflichtigem veranlasster Geldtransfer. Lastschriften werden häufig für wiederkehrende Zahlungen (z. B. Rechnungen von Versorgungsunternehmen) verwendet; die Zahlungsintervalle muss der Zahlungspflichtige hierbei vorab autorisieren. Lastschriften werden auch für den Einzug einmaliger Zahlungen eingesetzt, bei denen der Zahlungspflichtige die jeweilige Einzelzahlung genehmigt.

# ELEMENTE VON SEPA

## SEPA-KARTENZAHLUNGEN

SEPA-Kartenzahlungen werden gemäß einer Reihe wesentlicher Grundsätze abgewickelt, die Kartenausgeber, Acquirer, Kartensysteme und Betreiber einhalten müssen. Diese Grundsätze wurden vom EPC entwickelt und werden als „Rahmenwerk für die Abwicklung von SEPA-Kartenzahlungen“ bezeichnet.

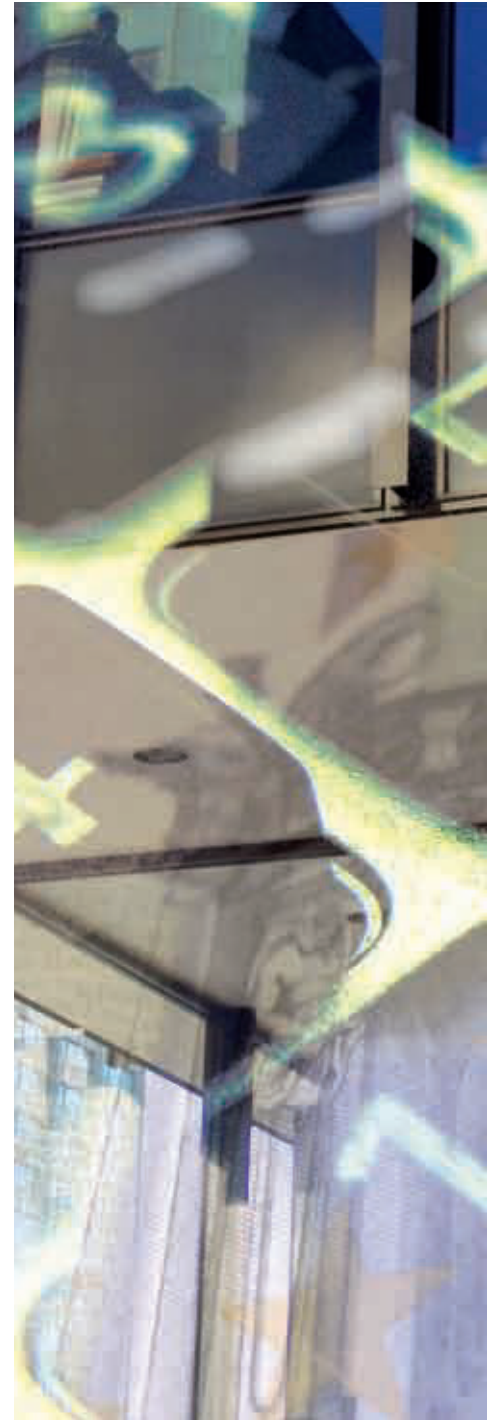
### Eigenschaften der SEPA-Kartenzahlungen

- > Karteninhaber können mit einer Karte überall im Euro-Währungsgebiet bezahlen (die einzige Einschränkung besteht in der Akzeptanz der Kartenmarke durch die Händler).
- > Karteninhaber und Händler können überall im Euroraum auf die gleiche Art und Weise Kartenzahlungen veranlassen bzw. erhalten.
- > Kartenprozessoren können miteinander in Wettbewerb treten und ihre Dienstleistungen überall im Euroraum anbieten; infolgedessen wird der Markt für die Verarbeitung von Kartenzahlungen wettbewerbsorientierter, verlässlicher und kosteneffizienter.

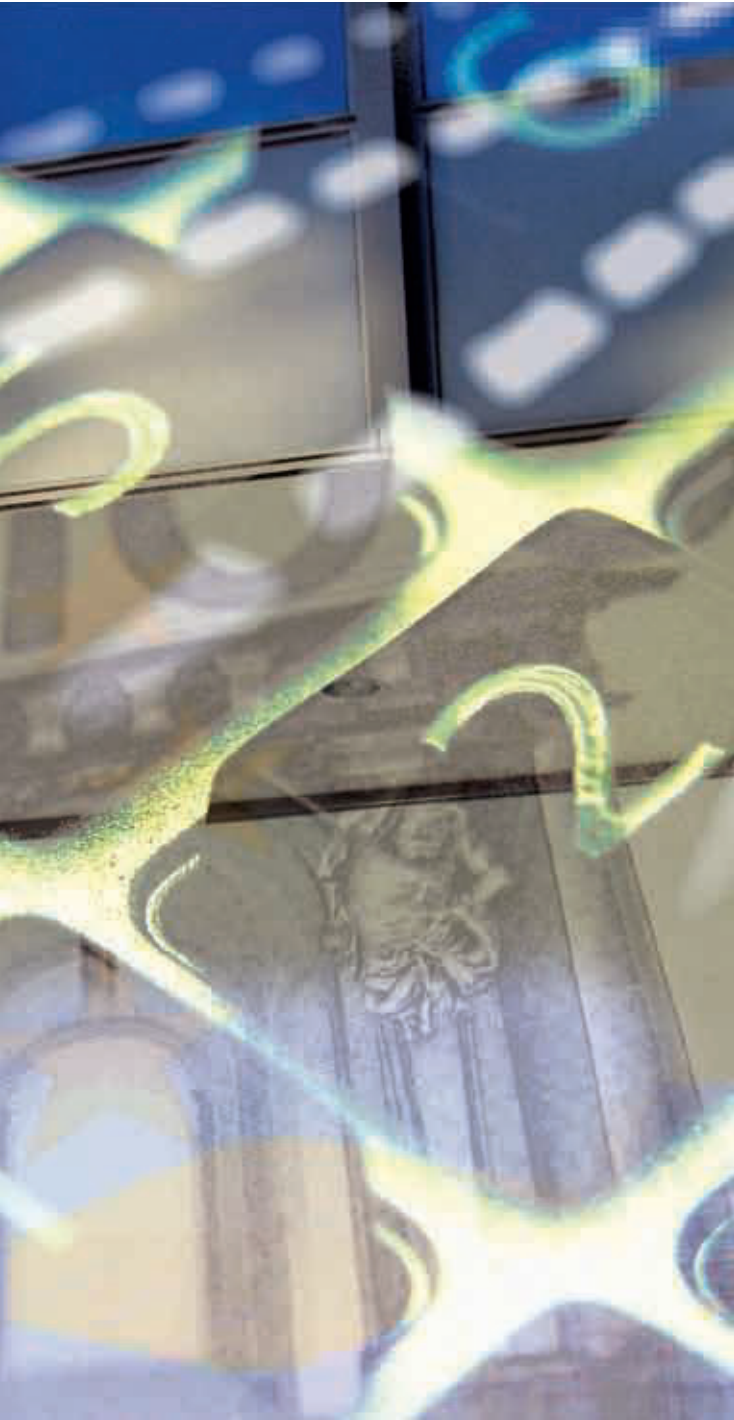
### Was ist eine Kartenzahlung?

Bei den zahlreichen Kartentypen, die Karteninhabern zur Verfügung stehen, kann zwischen zwei Hauptgruppen unterschieden werden:

- > **Debitkarten**, mit denen Einkäufe direkt und einzeln den Bankkonten der Karteninhaber belastet werden können.
- > **Kreditkarten**, die es ihren Inhabern ermöglichen, innerhalb eines bestimmten Kreditlimits Einkäufe zu tätigen. Der aufgelaufene Betrag wird entweder am Ende eines festgelegten Zeitraums in voller Höhe oder in Raten beglichen. In letzterem Fall wird der verbleibende Betrag als Kreditgewährung behandelt, für die der Karteninhaber Zinsen bezahlen muss.



## ELEMENTE VON SEPA



### SEPA-BARGELD

Damit Zahlungssysteme reibungslos funktionieren, bedarf es einer Mischung von Instrumenten, darunter auch Bargeld.

Um einen „einheitlichen Euro-Bargeldraum“ (*Single Euro Cash Area, SECA*) für professionelle Bargeldakteure zu schaffen, hat die EZB eine Reihe von Maßnahmen festgelegt, die zu einem gerechten und wettbewerbsorientierten Umfeld für die Bargelddienstleistungen des Eurosystems beitragen sollen. Diese Maßnahmen betreffen das Bankgewerbe in seiner Rolle als wichtigster Partner des Eurosystems für Bargelddienstleistungen sowie als Intermediär des Eurosystems bei der Bereitstellung von Bargeld für die Öffentlichkeit. Weitere Schritte werden unternommen, um mittelfristig eine weitere Harmonisierung bei den Bargelddienstleistungen der NZBen zu erzielen.

Wer ist für die Banknotenausgabe zuständig?

Die EZB hat das ausschließliche Recht, die Ausgabe von Banknoten innerhalb des Euroraums zu genehmigen. Die NZBen des Eurosystems bringen die Euro-Geldscheine in Umlauf, indem sie diese dem Bankensektor zur Verfügung stellen. Wichtigster Vertriebskanal für die Ausgabe von Banknoten an die Öffentlichkeit sind Geldausgabeautomaten.



# ELEMENTE VON SEPA

## > SEPA-INFRASTRUKTUREN

Das EPC-Rahmenwerk für die Clearing- und Abwicklungssysteme innerhalb von SEPA legt die Grundsätze dar, auf deren Basis Anbieter von Infrastrukturen das Clearing von Zahlungen durchführen können, die über die SEPA-Überweisungs- und -Lastschriftverfahren erfolgen. Es unterscheidet zwischen Verfahren (d. h. den Regeln für die verschiedenen Zahlungsinstrumente) und Infrastrukturen (d. h. den Anbietern, die Finanzinstituten Verarbeitungsdienstleistungen offerieren). Darüber hinaus enthält das Rahmenwerk auch eine Klassifikation verschiedener Arten von Infrastrukturen; diese reichen von europaweiten automatisierten Clearinghäusern über Verfahrensvereinbarungen zwischen Gruppen bis hin zu rein bilateralen Übereinkünften. Das Rahmenwerk für die Clearing- und Abwicklungssysteme innerhalb von SEPA trat im Januar 2008 in Kraft.

### EIGENSCHAFTEN DER CLEARING- UND ABWICKLUNGSINFRASTRUKTUREN INNERHALB VON SEPA

Das Ziel des Eurosystems besteht darin, dass die wichtigsten Infrastrukturen in der Lage sind, Euro-Zahlungen, die mithilfe von SEPA-Zahlungsinstrumenten erfolgen, an alle Banken im Euroraum senden bzw. von diesen empfangen zu können. Banken können entweder direkt erreichbar sein oder aber indirekt über zwischengeschaltete Banken bzw. über Verbindungen zwischen Infrastrukturen. Für einen effizienten Austausch von Zahlungsnachrichten sollten die Infrastrukturanbieter einheitliche Regeln für die Interoperabilität festlegen. Ein weiteres Ziel im Zusammenhang mit den Infrastrukturanbietern ist die Gewährleistung der vollständigen Transparenz von Serviceangebot und Preisen.

Was versteht man unter „Clearing“ und „Abwicklung“?

Beim **Clearing** handelt es sich um den Prozess der Übermittlung, Zuordnung und Bestätigung von Zahlungsaufträgen; hierzu gehört auch die Ermittlung einer endgültigen Position für die Verrechnung (entweder anhand einzelner oder gebündelter Transaktionen). Bei der **Abwicklung** handelt es sich um die Übertragung von Geldmitteln zwischen dem Zahlungspflichtigen und dem Zahlungsempfänger (sowie deren Banken).



# ELEMENTE VON SEPA



Clearing und Abwicklung werden also innerhalb von SEPA so ausgestaltet sein, dass Folgendes gewährleistet wird:

- > die Erreichbarkeit aller Banken des Euro-Währungsgebiets
- > die Trennung von Verfahren und Infrastrukturen

## > STANDARDISIERUNG

Der EPC hat für die SEPA-Zahlungsverfahren bekannte internationale Standards ausgewählt. Ziel ist die Gewährleistung einer vollautomatisierten, durchgängigen Verarbeitung aller Euro-Zahlungen. Dieser Prozess besteht aus drei Ebenen.

- > In den Regelwerken für SEPA-Überweisungen und -Lastschriften führt der EPC **fachliche Anforderungen** dahingehend auf, welche Datenelemente zwischen den Finanzintermediären auszutauschen sind. Basierend auf diesen fachlichen Anforderungen hat der EPC **logische Anforderungen** ermittelt.
- > Schließlich werden aus diesen logischen Anforderungen konkret **Nachrichtenstandards**. Ausgewählt wurden die von der Internationalen Organisation für Normung (International Organization for Standardization, ISO) entwickelten UNIFI-(ISO-20022)-XML-Nachrichtenstandards. Der EPC hat auch eine Reihe von SEPA-Umsetzungsleitlinien erarbeitet, die die Verwendung der UNIFI-Nachrichtenstandards regeln.

Der EPC hat beschlossen, dass die UNIFI-Standards im Interbankenverkehr verbindlich sind, und empfiehlt ihre Verwendung auch für die Kunde-Bank-Schnittstelle.

### Was sind Standards?

Standards sind Regeln, die Technik, Verhalten und Interaktionen bestimmen. Technische Standards sind notwendig, damit die Interaktion und Interoperabilität zwischen IT-Systemen möglich ist und die Automatisierung des Zahlungsprozesses gefördert wird.

# ELEMENTE VON SEPA

## > RECHTLICHER RAHMEN

Die Richtlinie über Zahlungsdienste legt den für SEPA-Zahlungen erforderlichen rechtlichen Rahmen fest und wird auch auf bestehende nationale Zahlungsprodukte Anwendung finden. Sie wurde 2007 vom Europäischen Parlament und vom EU-Rat verabschiedet und muss bis spätestens November 2009 in nationales Recht umgesetzt werden. Die Richtlinie setzt sich im Wesentlichen aus drei Bausteinen zusammen, die nachfolgend beschrieben sind.

### **DAS RECHT, DER ÖFFENTLICHKEIT ZAHLUNGSDIENSTE ANZUBIETEN**

Ziel der Richtlinie ist es, die Marktzugangsbestimmungen für Nichtbanken, die Zahlungsdienstleistungen anbieten, zu harmonisieren. Dies wird dazu beitragen, Innovationen zu fördern und gleiche Wettbewerbsbedingungen sowie stärkeren Wettbewerb zu schaffen.

### **TRANSPARENZ- UND INFORMATIONSANFORDERUNGEN**

Die Richtlinie gibt eine Reihe von klar und präzise formulierten harmonisierten Informationsanforderungen vor, die von allen Zahlungsdienstleistern zu erfüllen sind – unabhängig davon, ob sie SEPA-Zahlungsprodukte oder bereits bestehende nationale Zahlungsprodukte anbieten. Dies wird die Transparenz für Kunden erhöhen und zu einer vollständigen Harmonisierung der nationalen Regeln führen, die derzeit noch stark voneinander abweichen.

Worum handelt es sich bei der Richtlinie über Zahlungsdienste?

Das Europäische Parlament und der EU-Rat haben die Richtlinie über Zahlungsdienste im Jahr 2007 verabschiedet. Diese Richtlinie wird gewährleisten, dass auf alle Zahlungen innerhalb Europas derselbe rechtliche Rahmen anwendbar ist.

### **RECHTE UND PFLICHTEN VON NUTZERN UND ANBIETERN VON ZAHLUNGSDIENSTEN**

Die Richtlinie wird Klarheit und Gewissheit bezüglich der wichtigsten Rechte und Pflichten von Nutzern und Anbietern von Zahlungsdiensten schaffen. Außerdem wird sie den notwendigen rechtlichen Rahmen für SEPA bieten, da sie zu einer Harmonisierung der bestehenden und bislang voneinander abweichenden nationalen rechtlichen Anforderungen führen wird.



# SEPA UND DAS EUROSISTEM

## > STANDPUNKT DES EUROSISTEMS ZU SEPA

Das Eurosystem betrachtet SEPA als einen „integrierten Markt für Zahlungsdienstleistungen, der einem effektiven Wettbewerb unterliegt und in dem innerhalb des Euroraums nicht zwischen grenzüberschreitenden und nationalen Zahlungen unterschieden wird“.

Gemeinsame Erklärung der Europäischen Kommission und der Europäischen Zentralbank, Mai 2006

### Warum ist das Eurosystem in SEPA involviert?

Das Interesse des Eurosystems am SEPA-Projekt und an der finanziellen Integration der Zahlungssysteme im Allgemeinen beruht auf seiner satzungsmäßigen Verpflichtung, das reibungslose Funktionieren von Zahlungssystemen zu fördern und die Finanzstabilität zu wahren. Die Verpflichtung besteht gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft.

## > FOKUS DES EUROSISTEMS

Das Eurosystem setzt sich für die fortwährende Entwicklung von SEPA ein, um zu gewährleisten, dass den Bedürfnissen und Anforderungen der Kunden entsprochen wird. Das unmittelbare Ziel sollte in Folgendem bestehen:

- > ab November 2009 sollten SEPA-Lastschriftverfahren allen Nutzern zur Verfügung stehen
- > Initiativen zur Entwicklung eines zusätzlichen europäischen Kartensystems sollten fortgeführt werden
- > die SEPA-Zahlungsinstrumente sollten durch Zusatzleistungen (elektronische Rechnungsstellung, elektronischer Kontenabgleich, Online-Initiierung von Zahlungen usw.) verbessert werden, um die vollautomatisierte, durchgängige Abwicklung aller SEPA-Zahlungen sicherzustellen



# SEPA UND DAS EUROSYSTEM

## > BEITRAG DES EUROSYSTEMS ZUR SCHAFFUNG VON SEPA

Das Eurosystem unterstützt das SEPA-Projekt, indem es als Katalysator für Veränderungen fungiert. Außerdem wird es auch weiterhin ...

- > Orientierung bieten, damit ein Markt für Massenzahlungen geschaffen wird, der im besten Interesse der EU ist,
- > mit dem öffentlichen Sektor zusammenarbeiten, um sicherzustellen, dass dieser Sektor in allen Ländern zu denen gehört, die als Erste SEPA-Zahlungsprodukte verwenden,
- > mit allen Nutzern zusammenarbeiten, um zu gewährleisten, dass ihre Erwartungen vom EPC berücksichtigt werden,
- > seinen Beitrag zur Koordination von Kommunikationsmaßnahmen leisten:
  - > Auf grenzüberschreitender Ebene wird es zum Zwecke der Koordination mit der Europäischen Kommission sowie dem EPC zusammenarbeiten.
  - > Auf nationaler Ebene erfolgt die Abstimmung gemeinsam mit den Koordinationsgremien, die in allen Euro-Ländern eingerichtet wurden. Diese Gremien bestehen in erster Linie aus Vertretern der Regierungen, der nationalen Bankenverbände und der NZBen. Sie sollen die Umsetzung der Bausteine von SEPA sicherstellen und dafür sorgen, dass die nationalen Kreditgewerbe über den einheitlichen Euro-Zahlungsverkehrsraum informiert und auf ihn vorbereitet sind.



# SEPA UND DAS EUROSISTEM

## > LANGFRISTIGE ERWARTUNGEN DES EUROSISTEMS

Das Eurosystem unterstützt den EPC darin, sich weiterhin für die Entwicklung eines innovativen Binnenmarkts für Massenzahlungen im Euroraum einzusetzen, der den Bedürfnissen und Anforderungen der europäischen Bürger entspricht. Langfristig gesehen erwartet das Eurosystem, dass alle im Euroraum getätigten Zahlungen zu inländischen Zahlungen werden und dass ein Maß an Sicherheit und Effizienz erreicht wird, das mindestens dem der heute leistungsfähigsten nationalen Zahlungsverfahren entspricht.

### QUALITÄT

Im einheitlichen Euro-Zahlungsverkehrsraum werden die Euro-Zahlungen den in Bezug auf Schnelligkeit und Nutzerfreundlichkeit besten derzeit verfügbaren nationalen Zahlungen entsprechen und sie idealerweise sogar noch übertreffen.

### BETEILIGUNG DER INTERESSENGRUPPEN

Alle Interessengruppen werden an der kontinuierlichen Weiterentwicklung von SEPA beteiligt werden. Obgleich SEPA auf kurze Sicht für alle eine Herausforderung darstellt, bietet er langfristig eine hervorragende Chance für die europäische Integration und den technischen Fortschritt.

### SICHERHEIT

Kunden werden sich sicherer fühlen, wenn sie SEPA-Zahlungsinstrumente nutzen, die durch eine Reihe von Mindestanforderungen an Sicherheitsstandards geschützt sind.

### STANDARDISIERUNG

Alle Zahlungen innerhalb des Eurogebiets werden langfristig die vollautomatisierte, durchgängige Verarbeitung von Zahlungen auf der Grundlage von offenen, d. h. nicht einer begrenzten Gruppe vorbehaltenen Standards unterstützen.

### AUSWAHL

Die Beteiligten werden – ohne Einschränkungen durch nationale Grenzen – zwischen vollkommen transparenten SEPA-Zahlungsinstrumenten wählen können. Allen Kunden wird eine größere Anzahl an Banken und Zahlungsprodukten zur Verfügung stehen. Finanzinstitute schließlich können aus einer breiten Palette von Infrastrukturanbietern und Kartenprozessoren wählen.

### WETTBEWERB

Der Wettbewerb wird zunehmen, da durch SEPA aus dem Euroraum ein integrierter Markt wird, sodass Anbieter ihre Dienstleistungen, unabhängig von nationalen Grenzen, in allen Euro-Ländern offerieren können.

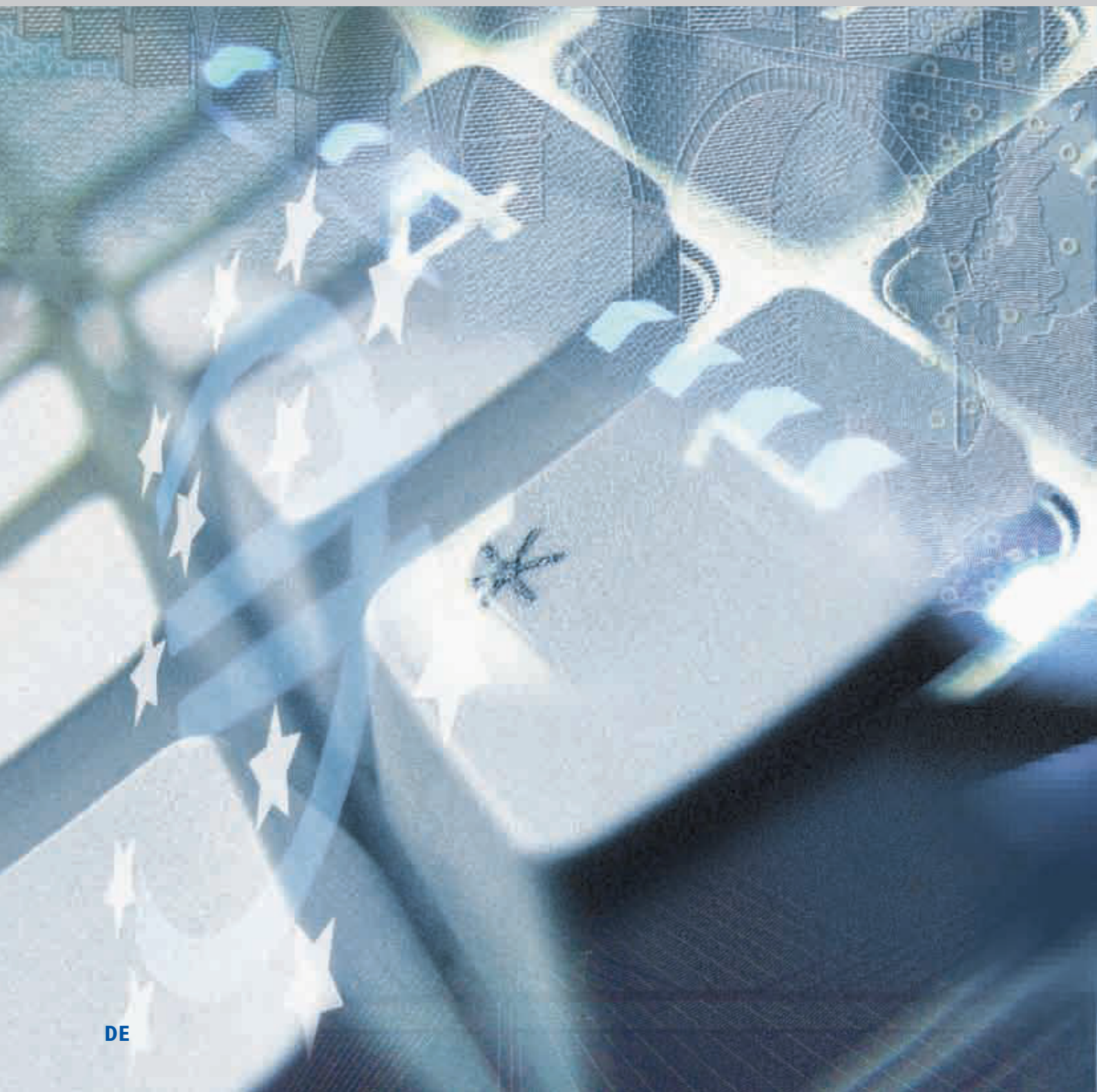
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16. Mai 2011 12:03 Banken: Überweisungen

# Iban, die Schreckliche

*Von Harald Freiburger*

**Das Zahlenmonster besteht aus 22 Ziffern: Künftig reicht bei Überweisungen nicht mehr die bisher übliche Kontonummer, sondern Bankkunden müssen die sogenannte Iban nutzen. Doch die Übergangsfrist wird nun verlängert.**

Bankkunden in Deutschland sollen bis 2015 Zeit bekommen, sich auf die neuen langen Kontonummern einzustellen. Die EU berät derzeit über die endgültige Umstellung auf einen einheitlichen Zahlungsverkehr in Europa (Sepa). Bei Überweisungen ist dann auch im Inland immer eine 22-stellige Iban-Nummer erforderlich. Sie löst die bisherigen Kontonummern und Bankleitzahlen ab. In dem entsprechenden Entwurf der EU-Kommission ist jedoch eine Übergangsfrist bis 1. August 2015 enthalten, erfuhr die SZ aus Gremienkreisen. So lange soll es für Bankkunden möglich sein, bei Überweisungen weiter mit ihren bekannten Nummern zu arbeiten.



Verbraucherschützer fürchten ein "Riesenchaos", wenn die Bankkunden nicht genügend Zeit bekommen, sich auf die neuen Nummern einzustellen. (Foto: dpa)

Die Aussicht auf "Iban, die Schreckliche" hat in Deutschland immer wieder für Aufregung gesorgt. Verbraucherschützer fürchteten ein "Riesenchaos", weil Bankkunden darauf nicht vorbereitet seien. Das Bundesfinanzministerium machte sich deshalb dafür stark, die Auswirkungen für die Verbraucher so gering wie möglich zu halten.

## Tricks der Technik

"Wir wollen erreichen, dass zumindest bei rein nationalen Überweisungen die Kunden bis 2015 weiterhin die vertrauten Kontonummern und Bankleitzahlen verwenden können, dass diese aber bei der Eingabe automatisch in die neue Iban umgerechnet werden", sagte eine Sprecherin. Technisch sei das möglich. Vom 1. August 2015 an wird die Eingabe der Iban dann Pflicht.

Die Sparkassen arbeiten bereits daran, ihren Kunden unterstützende Funktionen anzubieten. "Wir überlegen, ob die Kunden im Onlinebanking auch künftig weiter nur Bankleitzahl und Kontonummer des Zahlungsempfängers einzugeben brauchen", sagt Axel Weiß, Zahlungsverkehrsexperte des Sparkassenverbands. Diese könnten automatisch in Iban umgewandelt und in den Sepa-Überweisungsauftrag übernommen werden. Bei Überweisungen per Papierbeleg denke man ebenfalls über Lösungen nach. So könnte zum Beispiel der Vordruck entsprechend gestaltet werden.

Auch bei der DZ-Bank, einem der beiden Spitzeninstitute der Volks- und Raiffeisenbanken, heißt es, es sei "technisch möglich, weiter beide Systeme anzubieten". Für Frank-Christian Pauli vom Bundesverband der Verbraucherzentralen ist die Übergangsfrist eine "vertretbare Lösung". Es sei nun Aufgabe der Banken, die Umstellung "ordentlich zu kommunizieren".

Für die Banken wird die Zeit dafür knapp. Denn die Übergangsfrist bedeutet nicht, dass auch sie sich bis 2015 Zeit lassen können. Sepa-fähige Systeme müssen sie schon früher anbieten. "In den europäischen Gremien werden immer wieder zwei Daten genannt: der 31. Januar 2013 für die Überweisungen und der 31. Januar 2014 für die Lastschrift", sagt Christoph Auer, Zahlungsverkehrsexperte beim Beratungsunternehmen Capco.

Viele Banken arbeiten auch heute noch mit dem alten nationalen System. Eine Studie von Capco ergab vor kurzem, dass ein großer Teil der deutschen Institute, vor allem kleine und mittlere, noch nicht auf den einheitlichen Zahlungsverkehr vorbereitet ist. "Je länger sie abwarten, umso kritischer wird es, den Termin einzuhalten", sagt Berater Auer. Wenn sich eine Bank zum Beispiel entschließe, den Zahlungsverkehr auszugliedern, müsse sie mindestens ein Jahr dafür einplanen.

## Schwellenangst nehmen

"Sepa wird für die Banken zu einem drängenden Problem", sagt Nils Brinkhoff, Zahlungsverkehrsexperte bei der DZ Bank. Geldhäuser, die technisch noch nichts gemacht hätten, müssten ihr System umstellen. Und alle Banken müssten ihre Kunden frühzeitig abholen, sie informieren, ihnen die Schwellenangst nehmen. "Die Umstellung auf Sepa ist für Banken eine immense Investition", sagt Sparkassen-Experte Weiß. Allein in seiner Finanzgruppe falle für die technische Umsetzung ein hoher zweistelliger Millionenbetrag an. Hinzu kämen Kosten der einzelnen Banken für die Information der Kunden über Internet, Prospekte oder Briefe sowie für Werbekampagnen. Auch Unternehmen wie Versicherungen und Energieversorger

müssten ihre eigenen Systeme anpassen, was zusätzliche hohe Kosten verursache.

Manche Banken haben auch schon angefangen, ihre Kunden zu informieren. So druckt der Finanzverbund der Volks- und Raiffeisenbanken die Iban auf die Rückseite aller neu ausgegebenen Debitkarten (früher EC-Karten). "Der Kunde hat die eigenen neuen Kontodaten dann immer zur Hand, wenn er sie braucht", sagt Brinkhoff, der Iban "gar nicht so schrecklich" findet. Sie setze sich aus der bisherigen Kontonummer und der Bankleitzahl zusammen, dazu komme die Länderkennung DE und eine zweistellige Prüfziffer. "Mehr ist es nicht", sagt er.

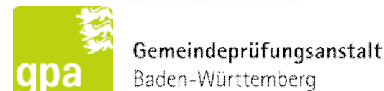
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## SEPA-Leitfaden Baden-Württemberg

### Empfehlungen für die SEPA-Migration in den Gemeinden, Städten, Landkreisen und Verbänden in Baden-Württemberg

Stand 18. Januar 2013

Dieser Leitfaden ist in einer Kooperation des Gemeindetags Baden-Württemberg mit dem Fachverband der Kommunalkassenverwalter e.V., Landesverband Baden-Württemberg, dem Sparkassenverband Baden-Württemberg, dem Städtetag Baden-Württemberg, dem Landkreistag Baden-Württemberg, dem Datenverarbeitungsverbund Baden-Württemberg (Datenzentrale Baden-Württemberg und Regionale Rechenzentren KIVBF, KIRU und KDRS) und der Gemeindeprüfungsanstalt Baden-Württemberg unter Mitwirkung von Kommunalvertretern aus den Städten Breisach, Gerlingen, Rottenburg/Neckar, Villingen-Schwenningen und aus dem Landratsamt Rhein-Neckar-Kreis erarbeitet worden.

Die Darstellungen und Handlungsempfehlungen in diesem Leitfaden beruhen auf dem Sach- und Informationsstand zum Zeitpunkt der Veröffentlichung. Sofern sich Änderungen und Konkretisierungen ergeben, wird der Leitfaden zeitnah fortgeschrieben.



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## Vorbemerkung


Der Begriff SEPA (Single Euro Payments Area) bezeichnet den einheitlichen Euro-Zahlungsverkehrsraum, bei welchem keine Unterschiede mehr zwischen inländischen und grenzüberschreitenden Zahlungen gemacht werden.

Seit Januar 2008 bieten die Banken neben den vertrauten nationalen Zahlungsinstrumenten die Euro-Überweisung (SEPA-Überweisung) an, die sowohl für nationale als auch grenzüberschreitende Transaktionen verwendet werden kann. Im November 2009 ist die SEPA-Lastschrift als weitere Option hinzugekommen.

### SEPA – Single Euro Payments Area: Einheitlicher Euro-Zahlungsverkehrsraum in Europa

Definition	Ziele
SEPA ist der einheitliche Euro-Zahlungsverkehrsraum, in dem inländische und grenzüberschreitende Zahlungen in Euro nach gleichen Regeln behandelt werden.	SEPA ermöglicht grenzenloses Bezahlen in ganz Europa durch die Nutzung einheitlicher Zahlungsinstrumente und Standards. Bargeldlose Zahlungen sollen damit in 32 Staaten Europas so einfach, sicher und effizient getätigt werden wie bereits die heutigen Inlandszahlungen.

 Sparkassenverband  
Baden-Württemberg



Aus der bislang freiwilligen Nutzung dieser beiden Instrumente wird nun eine Pflicht für alle und damit der einheitliche Euro-Zahlungsverkehrsraum als wichtiger weiterer Baustein des europäischen Binnenmarkts Realität.

Mit der vom Europäischen Parlament und vom Rat der Europäischen Union beschlossenen Verordnung (EU) Nr. 260/2012 vom 14. März 2012, die am 31. März 2012 in Kraft getreten ist, wurde die Abschaffung der nationalen Zahlungsinstrumente (in Deutschland die DTA-Überweisung und die DTA-Lastschrift) zum 1. Februar 2014 beschlossen.

Spätestens ab diesem Zeitpunkt dürfen alle Marktteilnehmer – dazu gehören nicht nur die Verbraucher und die Unternehmen, sondern auch die öffentliche Hand – ausschließlich die SEPA-Instrumente (SEPA-Überweisungsverfahren und SEPA-Lastschriftverfahren unter Verwendung der internationalen Kontokennung IBAN [International Bank Account Number]) für den Massenzahlungsverkehr anwenden. Am 8.11.2012 hat der Bundestag das SEPA-Begleitgesetz beschlossen, das – gestützt auf die genannte EU-Verordnung – übergangsweise bis zum 1. Februar 2016 die Weiternutzung des in Deutschland weit verbreiteten Elektronischen Lastschriftverfahrens (ELV) vorsieht und es ermöglicht, dass Verbraucher in der Übergangszeit nach wie vor die Bankleitzahl und die Kontonummer für Überweisungen verwenden können, die dann von den Kreditinstituten in die IBAN konvertiert wird.

Für die Unternehmen, aber auch für die öffentliche Hand bedeutet dies, dass sie spätestens bis zum Enddatum 1. Februar 2014 ihren eigenen Zahlungsverkehr auf die SEPA-Instrumente umgestellt („migriert“ im Sinne von „umgezogen“) haben müssen. Dies bedingt eine Fülle verschiedenster Umstellungsarbeiten und Anpassungen in einer überaus kurz bemessenen Umstellungsfrist. Auch die Verbraucher werden somit spätestens zum 1. Februar 2014 mit SEPA-Lastschriften umgehen müssen und können allenfalls in der Übergangszeit bis zum 1. Februar 2016 die gewohnte DTA-Überweisung weiter nutzen.

Damit die SEPA-Migration gelingt, soll dieser Leitfaden den Kommunen (Gemeinden, Städte, Landkreise, Verbände) Orientierung und Hilfestellung geben und sie bei der SEPA-Migration unterstützen. Der Leitfaden hat keine Rechtsverbindlichkeit, sondern empfehlenden Charakter. Zur Umstellung auf die SEPA-Instrumente gibt es zwischenzeitlich sowohl von der Kreditwirtschaft als auch von anderen Dienstleistern ein fast nicht mehr zu überblickendes Angebot an (im Wesentlichen deckungsgleichen) Informationen. Im Anhang zu diesem Leitfaden wird auf eine Auswahl dieser Informationsquellen im Internet verwiesen.

Ein gewichtiger Teil der SEPA-Migration betrifft die EDV-Technik und die von den Kommunen für den Zahlungsverkehr eingesetzten Finanzwesen-Verfahren. Wesentliche Determinanten der SEPA-Migration werden durch die Einstellungen in den Finanzwesen-Verfahren gesetzt, was wiederum Einfluss auf die Vorgehensweise vor Ort in der SEPA-Migration hat. Auch dies soll in diesem Leitfaden dargestellt werden.

An der Erstellung dieses Leitfadens haben mitgewirkt:

<b>Karl Bentele</b>	<b>Landesvorsitzender des Fachverbands der Kommunalkassenverwalter e.V., Landesverband Baden-Württemberg und Leiter der Stadtkasse Ravensburg</b>
<b>Heiko Wolkenstein</b>	<b>Referent beim Sparkassenverband Baden-Württemberg</b>
<b>Fabiola Haselberger</b>	<b>Projektassistentin DZ KM-V Datenzentrale Baden-Württemberg</b>
<b>Steffen Eisinger</b>	<b>Entwicklung Schnittstellen DZ KM-V Datenzentrale Baden-Württemberg</b>
<b>Thomas Greil</b>	<b>Anwendungsberater beim Zweckverband Kommunale Informationsverarbeitung Reutlingen-Ulm (KIRU)</b>
<b>Udo Hanser</b>	<b>Anwendungsberater beim Zweckverband Kommunale Informationsverarbeitung Reutlingen-Ulm (KIRU)</b>
<b>Susanne Neuschel</b>	<b>Rechenzentrum Kommunale Informationsverarbeitung Baden-Franken (KIVBF)</b>
<b>Ulrich Eisele</b>	<b>Kommunale Datenverarbeitung Region Stuttgart (KDRS)</b>
<b>Hansjörg Emberger</b>	<b>Gemeindeprüfungsanstalt Baden-Württemberg</b>
<b>Werner Mallinger</b>	<b>Leiter der Stadtkasse Villingen-Schwenningen, Landesgeschäftsführer des Fachverbands der Kommunalkassenverwalter e.V. (für den Städtetag Baden-Württemberg)</b>
<b>Dirk Moringen</b>	<b>Kassenverwalter beim Rhein-Neckar-Kreis (für den Landkreistag Baden-Württemberg)</b>
<b>Marc-Christian Rensch</b>	<b>Rhein-Neckar-Kreis (für den Landkreistag Baden-Württemberg)</b>
<b>Albrecht Theurer</b>	<b>Leiter der Stadtkasse bei der Stadt Rottenburg am Neckar</b>
<b>Tobias Schölkopf</b>	<b>Leiter der Abteilung Steuern und Abgaben bei der Stadtverwaltung Gerlingen</b>
<b>Hans Georg Wieber</b>	<b>Rechnungs- und Steueramt der Stadt Breisach</b>
<b>Ilse Isele</b>	<b>Kassenverwalterin der Stadt Breisach</b>
<b>Karl Reif</b>	<b>Finanzreferent beim Gemeindetag Baden-Württemberg</b>

Die Abbildungen in den Abschnitten 1 und 2 des Leitfadens wurden durch den Sparkassen-Verband Baden-Württemberg unter Verwendung von Materialien des Deutschen Sparkassen- und Giroverbands bereit gestellt.

# 1 SEPA – Einheitlicher Zahlungsverkehrsraum in Europa

## 1.1 Einführung

Die Schaffung eines gemeinsamen europäischen Zahlungsverkehrsraums steht schon seit den Beschlüssen von Lissabon im März 2000 auf der Agenda der Europäischen Union. Für die Bankkunden und die wirtschaftliche Betätigung im europäischen Binnenmarkt soll es danach keine Unterschiede zwischen nationalen und Auslandszahlungen mehr geben. Die europäische Kreditwirtschaft hat im Jahr 2002 zu diesem Zweck den Europäischen Zahlungsverkehrsrat (**European Payments Council, EPC**) gegründet. Dieser hat im Wege eines marktgetriebenen Prozesses die SEPA-Verfahren entwickelt und in Europa eingeführt. In Regelwerken, den sogenannten Rulebooks, die vom EPC regelmäßig fortgeschrieben werden, sind die Standards und Verfahrensregeln detailliert festgelegt.

Die Europäische Union hat diesen Prozess von Anfang an unterstützt und insbesondere mit der **Zahlungsdiensterichtlinie** vom 13.11.2007<sup>1</sup> für einen einheitlichen europäischen Rechtsrahmen gesorgt. Zum 31.10.2009 sind die deutschen Umsetzungsvorschriften zur Zahlungsdiensterichtlinie in Kraft getreten.<sup>2</sup>



Mit der Verordnung über grenzüberschreitende Zahlungen in der Gemeinschaft (sogenannte **EU-Preisverordnung**)<sup>3</sup> wurde darüber hinaus sichergestellt, dass für grenzüberschreitende Euro-Zahlungen bis zu einem Betrag von 50.000 Euro die gleichen Gebühren erhoben werden wie für entsprechende inländische Euro-Zahlungen.

Seit **Januar 2008** bieten die Banken in Europa neben den vertrauten nationalen Zahlungsinstrumenten die **SEPA-Überweisung** an, die sowohl für nationale als auch grenzüberschreitende Transaktionen verwendet werden kann. Im **November 2009** ist die **SEPA-Lastschrift** als weitere Option hinzugekommen.<sup>4</sup> Sowohl für Überweisungen als auch für Lastschriften sind einheitliche Datenformate auf Basis von XML (ISO 20022) festgelegt worden.

In der Praxis setzten sich die von der Kreditwirtschaft angebotenen SEPA-Instrumente gegenüber den bewährten nationalen Zahlungsverfahren europaweit allerdings nicht durch und erlangten nur bescheidene Marktanteile,<sup>5</sup> so dass zur europaweiten Durchsetzung der SEPA-Zahlungsinstrumente seit 2010 über einen durch die Europäische Union festzulegenden Endtermin für die nationalen Zahlverfahren diskutiert wurde.

Diesen Endtermin setzt nun die am 30.3.2012 veröffentlichte und am 31.3.2012 in Kraft getretene Verordnung (EU) Nr. 260/2012 des europäischen Parlaments und des Rates vom 14.3.2012 (sogenannte **SEPA-Migrationsverordnung**).<sup>6</sup> Diese sieht vor, dass nationale Überweisungs- und Lastschriftverfahren spätestens am 1. Februar

<sup>1</sup> Richtlinie 2007/64/EG des Europäischen Parlaments und des Rates vom 13. November 2007 über Zahlungsdienste im Binnenmarkt (ABl. L 319 vom 5.12.2007 S. 1).

<sup>2</sup> Die europäische Richtlinie wurde in Deutschland durch zwei Gesetze umgesetzt: Der zivilrechtliche Teil durch das Gesetz zur Umsetzung der Verbraucherkreditrichtlinie, des zivilrechtlichen Teils der Zahlungsdiensterichtlinie sowie zur Neuordnung der Vorschriften über das Widerrufs- und Rückgaberecht vom 29.7.1999 (BGBl. I 2009 S. 2355), der aufsichtsrechtliche Teil durch das Zahlungsdiensteumsetzungsgesetz vom 25.6.2009 (BGBl. I 2009 S. 1506).

<sup>3</sup> Verordnung (EG) Nr. 924/2009 vom 16. September 2009 über grenzüberschreitende Zahlungen in der Gemeinschaft und zur Aufhebung der Verordnung (EG) Nr. 2560/2001 (ABl. L 266 vom 9.10.2009 S. 11).

<sup>4</sup> Seit November 2010 sind alle Zahlungsdienstleister im Euro-Raum durch die Preisverordnung verpflichtet, für die SEPA-Basislastschrift erreichbar zu sein, sofern sie auch für Inlandslastschriften in Euro erreichbar sind.

<sup>5</sup> In der Bundesrepublik lag der Marktanteil der SEPA-Transaktionen im Jahr 2011 unter 4 Prozent aller Zahlungstransaktionen.

<sup>6</sup> Verordnung (EU) Nr. 260/2012 des europäischen Parlaments und des Rates vom 14. März 2012 zur Festlegung der technischen Vorschriften und der

2014 enden werden.<sup>7</sup> Für kartengenerierte Lastschriften – in Deutschland als sogenannte ELV-Lastschrift (Elektronisches Lastschriftverfahren) bekannt – kann der nationale Gesetzgeber eine verlängerte Übergangsfrist bis zum 1. Februar 2016 vorsehen.<sup>8</sup> Spätestens nach diesem Termin können dann für den Euro-Zahlungsverkehr innerhalb des SEPA-Raums ausschließlich die neuen europäischen Zahlungsinstrumente verwendet werden. Die Verordnung schreibt die dabei zu verwendenden Datenformate (Nachrichtenformate) und Inhalte (Datenelemente) vor.<sup>9</sup> Die Verordnung regelt ferner die europaweite Erreichbarkeitspflicht der Zahlungsdienstleister für SEPA-Verfahren. Darüber hinaus schreibt sie vor, dass Zahlungsdienstnutzer ihre Konten innerhalb der europäischen Union frei wählen dürfen.<sup>10</sup> Ferner wurde die Betragsgrenze von 50.000 EUR aus der EU-Preisverordnung für alle Zahlungen in Euro innerhalb des EWR, insbesondere für die SEPA-Zahlungen aufgehoben. Schließlich regelt die SEPA-Migrationsverordnung die Weitergeltung vor dem 1. Februar 2014 erteilter gültiger Mandate für wiederkehrende Lastschriften vorbehaltlich nationaler Regelungen oder Kundenvereinbarungen zu dieser Frage.<sup>11</sup>

Mit der zum **9. Juli 2012** von der Deutschen Kreditwirtschaft vorgenommenen **Anpassung ihrer Allgemeinen Geschäftsbedingungen** wurde die Grundlage für die Migration bestehender Einzugsermächtigungen in SEPA-Lastschriftmandate geschaffen.



Das vom Bundestag am 8.11.2012 beschlossene **SEPA-Begleitgesetz**<sup>12</sup> macht von den Regelungsoptionen in der Verordnung (EU) Nr. 260/2012 Gebrauch und sieht u.a. vor,

- dass das in Deutschland weit verbreitete kartenbasierte Elektronische Lastschriftverfahren (ELV) übergangsweise bis zum 1. Februar 2016 weiter genutzt werden kann und
- dass den Zahlungsdienstleistern ebenfalls bis zum 1. Februar 2016 gestattet wird, Verbrauchern<sup>13</sup> kostenlos Konvertierungsdienstleistungen für Kontokennungen zur Verfügung zu stellen. Dadurch ist es Verbrauchern möglich, in der Übergangszeit Zahlungen mittels Kontonummer und Bankleitzahl zu beauftragen.

Geschäftsanforderungen für Überweisungen und Lastschriften in Euro und zur Änderung der Verordnung (EG) Nr. 924/2009 (ABl. L 94 vom 30.3.2012 S. 22).

<sup>7</sup> Art. 6 der SEPA-Migrationsverordnung.

<sup>8</sup> Art. 16 Abs. 4 der SEPA-Migrationsverordnung.

<sup>9</sup> Art. 5 der SEPA-Migrationsverordnung.

<sup>10</sup> Art. 3 und 9 der SEPA-Migrationsverordnung. Ein Grundsteuerschuldner in einer Gemeinde in Baden-Württemberg könnte beispielsweise ein SEPA-Lastschriftmandat für ein in Griechenland geführtes Girokonto erteilen.

<sup>11</sup> Art. 7 der SEPA-Migrationsverordnung.

<sup>12</sup> Gesetz zur Begleitung der Verordnung (EU) Nr. 260/2012 zur Festlegung der technischen Vorschriften und der Geschäftsanforderungen für Überweisungen und Lastschriften in Euro und zur Änderung der Verordnung (EG) Nr. 924/2009 (SEPA-Begleitgesetz) vom XX.XX.XXXX, BGBl. I 2013 S. XXX. Vgl. dazu den Gesetzentwurf der Bundesregierung vom 19.6.2012, BT-Drs. 17/10038 sowie die Beschlussempfehlung und den Bericht des Finanzausschusses vom 7.11.2012, BT-Drs. 17/11395. Vgl. ferner den vorausgegangenen Bericht der Bundesregierung über die Maßnahmen der Kreditwirtschaft zur Umstellung bestehender Einzugsermächtigungen auf das SEPA-Lastschriftmandat, BT-Drs. 17/8072 vom 30.11.2011.

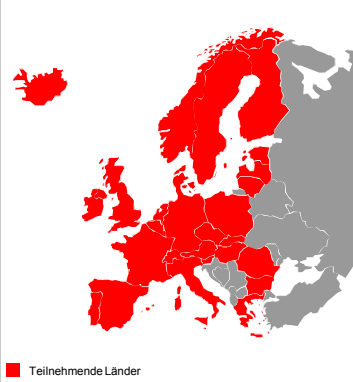
Das vom Bundestag beschlossene SEPA-Begleitgesetz befindet sich in einer gesetzgeberischen Warteschleife. Der Bundesrat hatte am 14.12.2012 beschlossen, dass der Vermittlungsausschuss mit dem Ziel einberufen wird, die ebenfalls im SEPA-Begleitgesetz enthaltenen Gesetzesregelungen zur Risikotragfähigkeit der Lebensversicherungsunternehmen zu überarbeiten. Vgl. BR-Drs. 702/12 vom 14.12.2012. Die nächste Sitzung des Vermittlungsausschusses wird erst im Februar 2013 stattfinden. Solange liegt das SEPA-Begleitgesetz auch bezüglich der Zahlungsverkehrsregelungen auf Eis.

<sup>13</sup> Die Gemeinden sind keine Verbraucher (vgl. Art. 2 Nr. 24 der Verordnung Nr. 260/2012).



## 1.2 Die SEPA-Teilnehmerländer

**Der neue europäische Zahlungsverkehrsraum umfasst mit Deutschland 32 Teilnehmerstaaten**



■ Teilnehmende Länder

Land	Land
Belgien	Malta
Bulgarien	Monaco
Dänemark	Niederlande
Deutschland	Norwegen
Estland	Österreich
Finnland	Polen
Frankreich	Portugal
Griechenland	Rumänien
Großbritannien	Schweiz
Irland	Schweden
Island	Spanien
Italien	Slowenien
Liechtenstein	Slowakei
Litauen	Tschechische Republik
Luxemburg	Ungarn
Lettland	Zypern

 Sparkassenverband  
Baden-Württemberg

Neben den 27 EU-Mitgliedsstaaten (Belgien, Bulgarien, Dänemark, Deutschland, Estland, Finnland, Frankreich, Griechenland, Irland, Italien, Lettland, Litauen, Luxemburg, Malta, Niederlande, Österreich, Polen, Portugal, Rumänien, Schweden, Slowakei, Slowenien, Spanien, Tschechische Republik, Ungarn, Großbritannien, Zypern) unterstützen auch die übrigen Länder des Europäischen Wirtschaftsraums EWR (Island, Liechtenstein und Norwegen) den einheitlichen europäischen Zahlungsverkehr. Auch Kreditinstitute in der Schweiz und Monaco sind mittels der SEPA-Verfahren erreichbar. Allerdings fallen diese Länder nicht unter die Regelungen der genannten EU-Verordnungen. Insgesamt nehmen somit 32 Länder am einheitlichen Euro-Zahlungsverkehrsraum teil.

**SEPA wird Wirklichkeit**



**Einheitliche Basisverfahren im EU-Zahlungsverkehr**    **Europaweit einheitliche Formate auf XML-Basis**    **Einheitlicher Rechtsrahmen\* für EU-Zahlverfahren**

**1. Schritt** SEPA-Überweisung (SEPA Credit Transfer – SCT) am 28.01.2008 eingeführt ☒

**2. Schritt** SEPA-Lastschrift (SEPA Direct Debit – SDD) seit 01.11.2010 in Deutschland flächendeckend eingeführt ☒

**3. Schritt** Nationale Zahlverfahren in Euro werden am 01.02.2014 abgeschaltet und durch die SEPA-Zahlverfahren ersetzt ☐

\* EU-Zahlungsdienstrichtlinie (Payment Services Directive – PSD, 2007/64/EG), EU-Preisverordnung (924/ 2009), EU-SEPA-Migrationsverordnung (260/2012) etc.

 Sparkassenverband  
Baden-Württemberg

## 1.3 Der Countdown läuft: Zeitplan für den Wechsel auf den SEPA-Zahlungsverkehr

In wenigen Monaten, zum **1. Februar 2014**, ändert sich die Abwicklung des inländischen Zahlungsverkehrs grundlegend. Ab diesem Termin

- können Überweisungen und Lastschriften innerhalb Deutschlands sowie grenzüberschreitende Zahlungen in Euro nur noch mittels der SEPA-Zahlungsverfahren ausgeführt werden,
- fallen die heute im Inland genutzten Überweisungen und Lastschriften weg,
- ist für inländische Zahlungen lediglich die IBAN notwendig.

In der Zeit **vom 1. Februar 2014 bis 31. Januar 2016**

- dürfen Verbraucher, sofern der kontoführende Zahlungsdienstleister dies unterstützt, Zahlungsaufträge weiterhin mittels Kontonummer und Bankleitzahl beauftragen,
- kann das in Deutschland im Handel weit verbreitete elektronische Lastschriftverfahren (ELV) weiter genutzt werden,
- wird für grenzüberschreitende Zahlungen zusätzlich zur IBAN der BIC benötigt,

Am **1. Februar 2016** enden in den einzelnen Euro-Ländern alle durch die Verordnung ermöglichten Ausnahmeregelungen.

Am **31. Oktober 2016** enden auch die Übergangsfristen in den Nicht-Euroländern.

## 2 Die SEPA-Verfahren im Detail

### 2.1 Die rechtlichen Grundlagen für SEPA

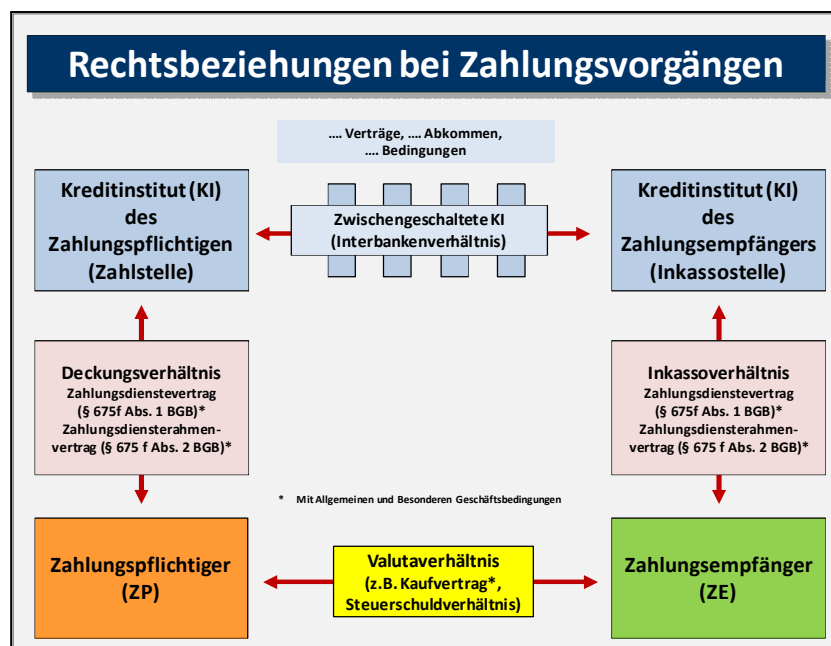
Das Projekt SEPA ist – wie eingangs dargestellt – eine Kombination aus Selbstregulierung der Kreditwirtschaft und unterstützenden gesetzlichen Maßnahmen.

Die Selbstregulierung der Kreditwirtschaft dokumentiert sich in den **Rulebooks des European Payments Council (EPC)**, [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu). Diese Regelwerke beschreiben die elektronische Abwicklung von Überweisungen, Basislastschriften und Firmenlastschriften im Interbankenverkehr. Für die elektronische Schnittstelle Zahlungsdienstnutzer / Zahlungsdienstleister enthalten die Regelwerke lediglich Implementierungsrichtlinien, so dass Kundendatenformate für die Auflieferung von Zahlungen nicht einheitlich sind. Ebenfalls auf europäischer Ebene nicht normiert ist der beleghafte Zahlungsverkehr. So können etwa Zahlscheine deutscher Kreditinstitute im Ausland nicht automatisiert verarbeitet werden; Gleiches gilt auch umgekehrt.

Rechtliche Bindungen entfaltet unter den bereits erwähnten Verordnungen insbesondere die **Zahlungsdiensterichtlinie**. Deren Regelungen im Verhältnis Zahlungsdienstnutzer / Zahlungsdienstleister wurde mit den **§§ 675c-675z, 676, 676a-676c BGB** in deutsches Recht umgesetzt; sie bilden die rechtliche Grundlage für die Bereitstellung und Nutzung von Zahlungsdiensten wie Überweisungen, Lastschriften und Zahlungskarten.

Die **Allgemeinen Geschäftsbedingungen der Kreditinstitute (AGB)** sowie die besonderen Bedingungen für diverse Abwicklungsformen greifen diese Rechtsnormen auf und machen sie zum Bestandteil der Rechtsbeziehungen mit den Endnutzern (Firmen, Kunden).<sup>14</sup> In diesem Zusammenhang können solche Regelungen weiter detailliert werden, für die der Gesetzgeber explizit den Vereinbarungsweg vorgesehen hat. Darüber hinaus können diese Bedingungen auch Regelungen enthalten, die sich aus den zugrundeliegenden Interbankenverfahren ableiten.

Schließlich gibt es insbesondere für die Abwicklung des elektronischen Zahlungsverkehrs eine Vielzahl von verfahrensbezogenen Vereinbarungen und Bedingungen.



<sup>14</sup> Vgl. die Musterbedingungen der Sparkassen für das SEPA-Basis-Lastschriftverfahren im Anhang 7.4.4 des Leitfadens und das Muster der Inkassovereinbarung der Sparkassen für die SEPA-Basislastschrift im Anhang 7.4.5 des Leitfadens.



## 2.2.4 Ermittlung von IBAN und BIC

Die in den Systemen gespeicherten Bankverbindungsdaten müssen um die Informationen IBAN und ggf. BIC angereichert werden. Neben den Stammdaten für die Debitoren/Kreditoren/Geschäftspartner gehören hierzu auch die eigenen Hausbankdaten des Zahlungsdienstnutzers.

IBAN und BIC der **eigenen Bankverbindungen** sind den Zahlungsdienstnutzern mittlerweile bekannt. Sie sind auf den Kontoauszügen der jeweiligen Hausbank mit angegeben oder aus Geschäftsbriefen bzw. sonstigen Informationen der Hausbank (Internetseite usw.) zu entnehmen.

Anders ist dies mit **IBAN und BIC** der Zahlungsempfänger (Lieferanten, Kreditoren) und der Kunden (Debitoren) oder allgemein **Geschäftspartner**. Diese sind bisher, wenn überhaupt bekannt, in den Kunden- und Lieferantenstammdaten nicht erfasst und gespeichert. Es gibt allerdings Werkzeuge, die aus den bekannten und gespeicherten Bankverbindungen die IBAN und auch den BIC ableiten.

Zum einen gibt es Umrechnungstools, die bereits in die Finanzbuchhaltungs-Software der Unternehmen integriert sind. Diese Tools sollten bei der Umrechnung auf die aktuellste Version der von der Deutschen Bundesbank zur Verfügung gestellten Bankleitzahl-Datei zurückgreifen. Diese Datei wird von der Bundesbank online zum Download bereit gestellt:

[http://www.bundesbank.de/Redaktion/DE/Standardartikel/Kerngeschaeftsfelder/Unbarer Zahlungsverkehr/bankleitzahlen\\_download.html](http://www.bundesbank.de/Redaktion/DE/Standardartikel/Kerngeschaeftsfelder/Unbarer_Zahlungsverkehr/bankleitzahlen_download.html).

Bankleitzahl	Merkmal	Bezeichnung	PLZ	Ort	Kurzbezeichnung	PAN	BIC	Prüfzifferberechnungsmethode
9626 60040071	1	Commerzbank	70049	Stuttgart	Commerzbank Stuttgart	24800	COBADEFF600	13
9627 60040071	2	Commerzbank	70702	Fellbach, Württ.	Commerzbank Fellbach Württ.	24800	COBADEFF607	13
9628 60040071	2	Commerzbank	71202	Leinberg, Württ.	Commerzbank Leinberg Württ.	24800	COBADEFF624	13
9629 60040071	2	Commerzbank	71002	Böblingen	Commerzbank Böblingen	24800	COBADEFF601	13
9630 60040071	2	Commerzbank	73601	Schorndorf, Württ.	Commerzbank Schorndorf Württ.	24800	COBADEFF616	13
9631 60040071	2	Commerzbank	70794	Filderstadt	Commerzbank Filderstadt	24800	COBADEFF603	13
9632 60040071	2	Commerzbank	71332	Waiblingen, Rems	Commerzbank Waiblingen	24800	COBADEFF603	13
9633 60040071	2	Commerzbank	70750	Leinfelden-Echterdingen	Commerzbank Leinf.-Echterdingen	24800	COBADEFF603	13
9634 60050000	1	Landesbank Baden-Württemberg	70144	Stuttgart	Landesbank Baden-Württ.	56001	SOLADEST000	09
9635 60050009	1	ZV Landesbank Baden-Württemberg SE	70144	Stuttgart	ZV LBWV SE Stuttgart	56100	SOLADEST000	09
9636 60050101	1	Landesbank Baden-Württemberg/Baden-Württembergische Bank	70144	Stuttgart	LBWV/BW-Bank Stuttgart	56100	SOLADEST000	01
9637 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	71111	Waldenbuch	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9638 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	71679	Asperg	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9639 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	71254	Ostingen	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9640 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	72770	Denkendorf, Württ.	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9641 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	73249	Wernau (Neckar)	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9642 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	73240	Wendlingen am Neckar	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9643 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	73642	Welzheim	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9644 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	71263	Weil der Stadt	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9645 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	72395	Calw	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9646 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	71032	Böblingen	BiW-Bank/LBWV Stuttgart	56100	SOLADEST000	01
9647 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	74321	Beigheim-Bissingen	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9648 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	70400	Eberbach an der Riß	BiW-Bank/LBWV Stuttgart	56100	SOLADEST000	01
9649 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	71691	Freiburg am Neckar	BiW-Bank/LBWV Stuttgart	56100	SOLADEST000	01
9650 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	71522	Backnang	BiW-Bank/LBWV Stuttgart	56100	SOLADEST000	01
9651 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	70960	Bad Mergentheim	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9652 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	71139	Ehningen, Kr. Böblingen	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9653 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	72054	Erlangen, Fils	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9654 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	69584	Ehningen (Donau)	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9655 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	70771	Leinfelden-Echterdingen	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01
9656 60050101	2	Baden-Württemberg Bank/Landesbank Baden-Württemberg	70771	Leinfelden-Echterdingen	BiW-Bank/LBWV Stuttgart	56100	COBADEFF607	01

Allerdings berechnen diese Tools die IBAN und auch den BIC oftmals nur nach den Standardverfahren; instituts-individuelle Besonderheiten bleiben oftmals unberücksichtigt, so dass es bei der Zahlungsverkehrsabwicklung zu Fehlern kommen kann. Im Juni 2013 wird das BLZ-Verzeichnis der Bundesbank um die IBAN-Berechnungsmethode der jeweiligen Bankleitzahl ergänzt. Zum derzeitigen Zeitpunkt kann noch nicht abgeschätzt werden, wie viele alternative Berechnungsmethoden vorhanden sind und wie viele Institute dies betrifft.

Auf einer anderen Grundlage arbeiten die durch Kreditinstitute zur Verfügung gestellten Umrechnungshilfen. Hier sind abweichende Verfahren zur Bestimmung der IBAN-Bestandteile Bankleitzahl und Kontonummer bzw. des BIC hinterlegt.

Weit verbreitet sind hier die Tools **SEPA Account Converter** bzw. **IBAN-Konverter**, die Sparkassen und Genossenschafts-Banken ihren Kunden zur Verfügung stellen. Mit diesen Programmen können aus den in den Kundenstammdaten hinterlegten Kontonummern und Bankleitzahlen automatisiert mit Hilfe einer Import- und Exportfunktion die IBAN errechnet und um den BIC ergänzt werden. Hierzu kommt die weiter unten beschriebene Schnittstellenspezifikation zum Einsatz. So können auf einfache Weise SEPA-fähige Kundenstammdaten abgeleitet werden. Beide Werkzeuge laufen unter allen gängigen Versionen von Windows und basieren auf einer im Zentralen Kreditausschuss (ZKA) standardisierten Schnittstelle für den Datenaustausch. Diese Programme berücksichtigen bereits institutsindividuelle Vorgaben; hat eine Bank der Ableitung der IBAN nicht zugestimmt, findet auch keine Berechnung statt.

Darüber hinaus steht auch ein kostenpflichtiger Online-Dienst zur IBAN-Berechnung zur Verfügung: das **IBAN-Service-Portal** (<https://www.iban-service-portal.de>). Für die Nutzung ist eine erstmalige Registrierung erforderlich. Das Initialpasswort kann über die Hausbank angefordert werden.

Für die Konvertierung der in der Finanzsoftware bzw. in den Stammdaten gespeicherten Bankverbindungen werden Exportprogramme zur Verfügung gestellt, mit denen eine Ausgabedatei im sogenannten IBANHIN-Format erstellt wird. Eine Datensatzbeschreibung kann hier abgerufen werden: <https://www.iban-service-portal.de>.

Die IBANHIN-Datei beinhaltet neben einem eindeutigen Schlüssel (z.B. Debitorennummer) die Bankleitzahl und die Kontonummer.

Diese Datei wird dann von den oben beschriebenen Diensten durch die Informationen IBAN und BIC ergänzt und ausgegeben („IBANRUECK“). Sofern die Umspeicherung im Einzelfall fehlschlägt, wird der Datensatz um einen Fehlercode ergänzt (z.B. Fehlercode 10 – Bankleitzahl ungültig). Die Programme, die die konvertierten Daten wieder in die Finanzsoftware einlesen, müssen diesen Fehlercode auswerten.

Trotz des Wegfalls des BIC zum 1. Februar 2014 für Inlandszahlungen sollte der BIC trotzdem mit gespeichert werden, um konsistente Daten zu erhalten. Auch nach dem 1. Februar 2014 kann der BIC im Zahlungsauftrag mitgegeben werden.

Sind die Kontodaten von Geschäftspartnern und Kunden nicht konvertierbar, müssen diese erfragt werden, um die Stammdaten entsprechend ergänzen zu können.

#### **Eine Selbstverständlichkeit: Informationspflicht für Zahlungsempfänger**

Alle Zahlungsempfänger, die Überweisungen annehmen, haben den Zahlern bei jedem Überweisungsverlangen ihren Identifikator für Zahlungskonten (IBAN [und BIC]) mitzuteilen.<sup>15</sup> Zu überprüfen sind Vordrucke, Briefe, Rechnungen, Bescheide, Verträge usw. Wenn einer Rechnung Überweisungsträger beigelegt werden, müssen diese die IBAN (und BIC) enthalten.

### **2.3 Das neue SEPA-Datenformat**

Artikel 5 der SEPA-Migrationsverordnung legt die technischen Anforderungen für die SEPA-Instrumente fest. Das SEPA-Datenformat (Nachrichtenformat) ist der Datensatz für die SEPA-Lastschrift und die SEPA-Überweisung. Es verwendet XML als Syntax und basiert auf dem ISO-Standard 20022.

SEPA-Zahlungen können ausschließlich in diesem Datenformat eingereicht und verarbeitet werden.

Die marktgängigen Electronic-Banking-Produkte unterstützen bereits die SEPA-Zahlungen bzw. werden derzeit für SEPA fit gemacht.

### **2.4 Die SEPA-Überweisung (SCT - SEPA Credit Transfer)**

Für Überweisungen innerhalb Deutschlands bzw. für grenzüberschreitende Überweisungen innerhalb Europas standen bislang unterschiedliche Verfahren zur Verfügung.

Mit der SEPA-Überweisung können nun sowohl inländische als auch grenzüberschreitende Euro-Zahlungen innerhalb der SEPA-Teilnehmerländer ohne Betragsgrenze vorgenommen werden.

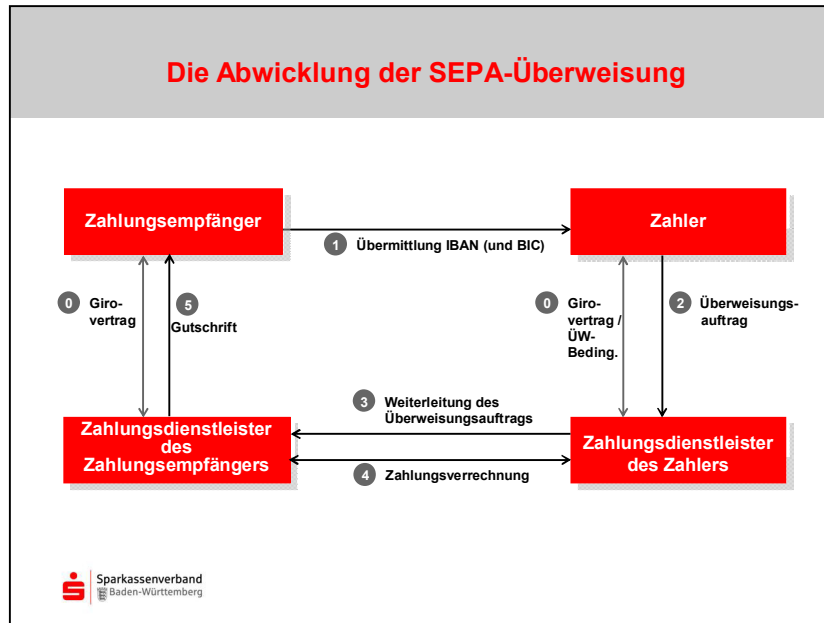
<b>Die wichtigsten Merkmale der SEPA-Überweisung:</b>	
<ul style="list-style-type: none"><li>■ Es sind bei Nutzung der SEPA-Überweisung nun Überweisungen in Euro sowohl auf Konten in Deutschland als auch auf Konten in den anderen 31 SEPA- Teilnehmerländern möglich.</li><li>■ Unterstützung durch alle Kreditinstitute (seit dem 31.3.2012) im SEPA-Raum.</li><li>■ Die Auftragswährung ist immer Euro.</li><li>■ Als Kundenkennungen werden ausschließlich IBAN und BIC genutzt.</li><li>■ Überweisungen werden in voller Betragshöhe ohne Abzüge ausgeführt. Es gilt der Grundsatz der Gebührenteilung (share): Jeder trägt die Entgelte seines Kreditinstituts.</li><li>■ Für beleglos erteilte Aufträge findet das SEPA-Datenformat Anwendung. Es konkretisiert den XML-basierten ISO 20022 Standard.</li><li>■ Für beleghaft erteilte Aufträge finden die in der Deutschen Kreditwirtschaft (DK) abgestimmten Formulare Anwendung.</li><li>■ Der Verwendungszweck ist auf max. 140 Zeichen begrenzt. Ergänzend besteht die Möglichkeit, eine max. 35-stellige Einreicherreferenz anzugeben.</li></ul>	

Wie die heutige Inlandsüberweisung wird die SEPA-Überweisung dem Konto des Zahlungsdienstleisters des Zahlungsempfänger spätestens an dem Geschäftstag gutgeschrieben, der auf den Geschäftstag des Zugangs des Überweisungsauftrags beim Zahlungsdienstleister des Zahlers folgt. Für beleghaft erteilte Überweisungen verlängert sich diese Frist um einen weiteren Geschäftstag.

<sup>15</sup> Artikel 5 Absatz 4 der SEPA-Migrationsverordnung (EU-VO 260/2012).



Die im Rahmen der **Außenwirtschaftsverordnung** (AWV) bestehenden **Meldepflichten** bei Beträgen über 12.500 Euro haben nach wie vor Gültigkeit. Entsprechende Zahlungen sind der **Deutschen Bundesbank** auf elektronischem Wege mittels des Vordrucks Z4 anzuzeigen.<sup>16</sup>



Für **Verbraucher** wird es in der **Übergangszeit bis zum 1. Februar 2016** die Möglichkeit geben, bei Überweisungen nach wie vor die Kontonummer und die Bankleitzahl des Empfängers zu verwenden. Die Banken wandeln diese dann in die IBAN um und erzeugen so auf diese Weise eine SEPA-Überweisung für den Zahlungsempfänger. Das SEPA-Begleitgesetz vom XX.XX.XXXX<sup>17</sup> schafft – gestützt auf die Ermächtigung in Art. 16 Abs. 1 der SEPA-Migrationsverordnung - die gesetzlichen Voraussetzungen dafür.

## 2.5 Die SEPA –Lastschrift (SDD SEPA Direct Debit)

### 2.5.1 Zwei Verfahrensarten: Basislastschrift und Firmenlastschrift

#### 2.5.1.1 Allgemeines

Der Einzug von Geldbeträgen mittels Lastschrift ist ein in Deutschland und in einigen europäischen Ländern seit langem erfolgreich praktiziertes Verfahren. Grenzüberschreitende Lastschriften innerhalb Europas waren bislang jedoch nicht möglich. Hier setzt die SEPA-Lastschrift ein, die von europäischen Zahlungsverkehrsgremien unter Berücksichtigung bestehender nationaler Lastschrift-Verfahren entwickelt wurde.

Die SEPA-Lastschrift wird in zwei Verfahrensarten angeboten, die den unterschiedlichen Anforderungen des Zahlungsverkehrs mit Verbrauchern bzw. mit Unternehmen Rechnung trägt:

- Die **SEPA-Basislastschrift** (SEPA Direct Debit Core – SDD Core oder SDD B2C) dient für Lastschrifteinzüge generell, d.h. auf Konten von Verbrauchern, aber auch von Firmen auf Konten von Verbrauchern.
- Die **SEPA-Firmenlastschrift** (SEPA Direct Debit Business-to-Business - SDD B2B), darf nur eingesetzt werden, wenn der Zahlungspflichtige kein Verbraucher<sup>18</sup> ist.

Damit Zahlungsempfänger die neuen SEPA-Lastschriftverfahren einsetzen können, müssen sie mit ihrer Hausbank eine Vereinbarung zum Lastschrifteinzug mittels des SEPA-Basis- und/oder des SEPA-Firmenlastschriftverfahrens abschließen.

<sup>16</sup>

[http://www.bundesbank.de/Navigation/DE/Service/Meldewesen/Aussenwirtschaft\\_Formular\\_Center/aussenwirtschaft\\_formular\\_center.html](http://www.bundesbank.de/Navigation/DE/Service/Meldewesen/Aussenwirtschaft_Formular_Center/aussenwirtschaft_formular_center.html)

<sup>17</sup> Vgl. Fußnote 12 auf Seite 8.

<sup>18</sup> Verbraucher ist nach Art. 2 Nr. 24 der SEPA-Migrationsverordnung (Verordnung 260/2012) eine natürliche Person, die in Zahlungsdienstverträgen zu Zwecken handelt, die nicht dem Handel oder ihrer gewerblichen oder beruflichen Tätigkeit zugerechnet werden können. In § 13 BGB heißt es entsprechend: „Verbraucher ist jede natürliche Person, die ein Rechtsgeschäft zu einem Zwecke abschließt, der weder ihrer gewerblichen noch ihrer selbständigen beruflichen Tätigkeit zugerechnet werden kann.“

## Die SEPA-Lastschrift in Schlagworten

- Die SEPA-Lastschriftverfahren ermöglichen **inländische und grenzüberschreitende Lastschrifteinzüge** in Euro.
- Die SEPA-Lastschrift wird in zwei Verfahrensarten angeboten, die den unterschiedlichen Anforderungen des Zahlungsverkehrs mit Verbrauchern bzw. mit Unternehmen Rechnung trägt:
  - Die **SEPA-Basislastschrift** (SEPA Direct Debit Core – SDD Core oder SDD B2C) dient für Lastschrifteinzüge generell, d.h. auf Konten von Verbrauchern, aber auch von Firmen.
  - Die **SEPA-Firmenlastschrift** (SEPA Direct Debit Business-to-Business - SDD B2B), darf hingegen nur eingesetzt werden, **wenn der Zahlungspflichtige kein Verbraucher ist**.
- Der Zahlungsempfänger benötigt vom Zahlungspflichtigen ein **SEPA-Lastschriftmandat**. Das Lastschriftmandat
  - ist eine Ermächtigung für den Zahlungsempfänger, fällige Beträge einzuziehen **und** eine Weisung an die Bank des Zahlungspflichtigen Lastschriften einzulösen (**Doppelweisung**),
  - **gilt** (bei regelmäßiger Nutzung) **grundsätzlich unbefristet**, es sei denn der Zahlungspflichtige widerruft das Mandat oder das Mandat verfällt 36 Monate nach letztmaliger Nutzung;
  - ist im Original durch den Zahlungsempfänger mindestens 14 Monate nach dem letzten Einzug in der gesetzlich vorgeschriebenen Form aufzubewahren.
- Ein exaktes **Fälligkeitsdatum** (Due Date) zur Einlösung der Lastschrift muss angegeben werden.
- Vor einem geplanten Einzug ist eine schriftliche **Vorabankündigung** (Vorabinformation, engl. Pre-Notification) des Zahlungsempfängers an den Zahlungspflichtigen erforderlich (z. B. durch einen Vertrag oder eine Rechnung).
- **Festgelegte Vorlagefristen** bei der Bank des Zahlungspflichtigen müssen bei der Einreichung der Lastschrift beachtet werden (5 Geschäftstage bei Erst-/Einmal- und 2 Geschäftstage bei Folgelastschriften bei der SEPA-Basislastschrift, 1 Geschäftstag bei der Firmenlastschrift).
- Ein **Erstattungsanspruch** des Zahlungspflichtigen ohne Angabe von Gründen besteht innerhalb von 8 Wochen nach Belastung (nur bei der SEPA-Basislastschrift). Der Autorisierungstext des SEPA-Firmenlastschriftmandats enthält eine Verzichtserklärung des Zahlungspflichtigen auf den Erstattungsanspruch. Daher ist die SEPA-Firmenlastschrift für Verbraucher als Zahlungspflichtige nicht zugelassen.
- Erfolgt eine **Belastung ohne gültiges SEPA-Lastschriftmandat**, beträgt der Erstattungsanspruch des Zahlungspflichtigen bis zu 13 Monate nach der Belastungsbuchung.
- Der Einreicher benötigt eine **Gläubiger-ID**.
- Die Einreichung erfolgt ausschließlich **beleglos** (online).
- Das **XML-basierte SEPA-Datenformat** wird genutzt (statt DTAUS-Format).

### 2.5.1.2 Neuerungen gegenüber den bisher eingesetzten Lastschriftverfahren

Die beiden neuen Verfahren korrespondieren mit den in Deutschland bislang eingesetzten Verfahren. Die SEPA-Basislastschrift entspricht der **Einzugsermächtigungslastschrift**, die SEPA-Firmenlastschrift der **Lastschrift im Abbuchungsauftragsverfahren**.

Allerdings gibt es zu den bisherigen Verfahren einige wesentliche Unterschiede:

- Wesentliche Neuerung im Verfahren ist die Einführung eines **Fälligkeitsdatums bzw. Belastungstags (D, „Due Date“)**. Zu diesem Termin wird das Konto des Zahlungspflichtigen mit dem Einzugsbetrag belastet. Das Fälligkeitsdatum ist auch die Grundlage für alle Fristenberechnungen. Im bisherigen Einzugsermächtigungsverfahren erfolgte die Belastung mit Vorlage der Lastschrift.
- Technische Voraussetzung für die Teilnahme am SEPA-Lastschriftverfahren als Lastschrifteinreicher ist eine **Gläubiger-Identifikationsnummer (Gläubiger-ID oder Creditor Identifier - CI)**. Sie wird in Deutschland von der Deutschen Bundesbank vergeben (<http://www.glaebiger-id.bundesbank.de>).
- Grundlage des Einzugs ist ein sogenanntes **SEPA-Lastschriftmandat**. Es enthält neben diversen Angaben zum Zahler und Zahlungsempfänger explizit neben der Ermächtigung des Lastschrifteinreichers, den Lastschrifteinzug vornehmen zu können, auch eine an den Zahlungsdienstleister des Zahlungspflichtigen gerichtete Weisung, die Einlösung durchzuführen (Doppelweisung).<sup>19</sup>

<sup>19</sup> Im früheren Einzugsermächtigungsverfahren wurde lediglich der Zahlungsempfänger ermächtigt, eine Zahlung vom Konto des Zahlungspflichtigen einzuziehen. Der Zahlungspflichtige musste diese Belastung nachträglich gem. § 675j Abs. 1 Satz 2 BGB genehmigen (das Unterlassen eines Widerspruchs gegen die Belastungsbuchung innerhalb einer bestimmten Frist nach Übersendung des Rechnungsabschlusses gilt als Genehmigung). Mit der Änderung der AGB (Sonderbedingungen für die Einzugsermächtigungslastschrift) zum 9. Juli 2012 wurde auch die bisherige Einzugsermächtigung zu einer doppelten

- Neben der Gläubiger-ID ist jedes Mandat durch eine eindeutige **Mandatsreferenznummer** zu kennzeichnen. Beide Angaben ermöglichen es dem Zahlungspflichtigen, das Bestehen eines SEPA-Lastschriftmandates bei der Belastungsbuchung zu überprüfen. Ein Mandat ist durch Gläubiger-ID und Mandatsreferenznummer eindeutig identifizierbar.
- Vor dem Lastschrifteinzug im SEPA-Lastschriftverfahren muss der Zahlungsempfänger den Zahlungspflichtigen über den geplanten Einzug durch Mitteilung des Fälligkeitsdatums und des fälligen Betrages informieren (**Vorabankündigung, engl. Pre-Notification**).
- Bei der Einreichung von SEPA-Lastschriften sind **Mindesteinreichungsfristen** vor dem Fälligkeitsdatum zwingend zu beachten.

#### Vergleich SEPA-Basislastschriftverfahren und bisheriges Einzugsermächtigungsverfahren

	SEPA-Basislastschrift	Einzugsermächtigungslastschrift
Nutzungsmöglichkeit	National und grenzüberschreitend (in EUR)	Rein national (in EUR)
Festes Fälligkeitsdatum	Ja	Nein (bei Sicht)
Erstattungsanspruch des Zahlungspflichtigen (ZP)	8 Wochen ab Belastung	Bis 8.7.2012 max. 6 Wochen nach Rechnungsabschluss; ab 9.7.2012 nach Anpassung der AGBs 8 Wochen ab Belastung
Eindeutige Identifikation des Mandats	Ja (durch Gläubiger-ID = CI und Mandatsreferenz)	Nein
Kundenkennung	IBAN und BIC.	Kontonummer und Bankleitzahl
Geltungsdauer des Mandats	Unbefristet bis auf Widerruf, aber Verfall nach 36 Monaten Nichtnutzung	Einzugsermächtigung gilt unbefristet bis auf Widerruf
Aufbewahrung des Originals des Mandats	Beim Zahlungsempfänger	Beim Zahlungsempfänger

#### 2.5.1.3 Unterschiede zwischen SEPA-Basislastschrift und SEPA-Firmenlastschrift

Die vorstehend unter 2.5.1.2 beschriebenen Merkmale treffen sowohl für SEPA-Basislastschriften als auch für SEPA-Firmenlastschriften zu. Für die Unterscheidung dieser beiden Verfahren sind – vor dem Hintergrund, dass die Firmenlastschrift für den Zahlungsverkehr zwischen Unternehmen geschaffen ist und nicht in Frage kommt, wenn der Zahlungspflichtige ein Verbraucher ist - folgende Merkmale wesentlich:

- Die Einlösung der Lastschrift durch das Kreditinstitut des Zahlungspflichtigen erfolgt bei der **Firmenlastschrift** nur, wenn der Zahlungspflichtige dem Kreditinstitut die **Erteilung des Mandats vor der ersten Belastung bestätigt** hat. Hierzu übermittelt und autorisiert der Zahlungspflichtige in der mit seinem Kreditinstitut vereinbarten Art und Weise die wesentlichen Daten des Mandats (Zahlungsempfänger, Gläubiger-ID, Mandatsreferenz, Datum der Mandatsunterzeichnung). Die Bank des Zahlungspflichtigen prüft bei Eingang einer Firmenlastschrift, ob eine Autorisierung durch den Zahlungspflichtigen vorliegt. I.d.R. wird der Zahlungspflichtige seinem Kreditinstitut eine im Original unterschriebene Kopie des erteilten Mandats vorlegen.
- Die **Mindesteinreichungsfristen** vor Fälligkeit sind unterschiedlich: Bei der SEPA-Basislastschrift müssen erstmalige Lastschriften fünf Tage vor Fälligkeit bei dem Kreditinstitut des Zahlers vorliegen, darauf folgende Zahlungen hingegen mindestens zwei Tage vor Fälligkeit. Die Vorlauffrist für einmalige Lastschriften beträgt ebenfalls fünf Tage. Bei der SEPA-Firmenlastschrift müssen einmalige, erstmalige oder Folgelastschriften einen Tag vor Fälligkeit bei dem Kreditinstitut des Zahlers vorliegen.
- Beim SEPA-Basislastschriftverfahren kann der Zahlungspflichtige die Erstattung einer autorisierten Belastungsbuchung auf seinem Konto noch bis zu acht Wochen ab dem Belastungstag verlangen.<sup>20</sup> Für einen Schwebezeitraum von 8 Wochen steht die Erfüllungswirkung mithin unter einer auflösenden Bedingung und führt erst mit Ablauf dieses Zeitraums für den Zahlungsempfänger zu einer „endgültig gesicherten Rechtsposi-

Weisung ausgestaltet: Zum einen ermächtigt der Zahlungspflichtige den Zahlungsempfänger, wie bisher Zahlungen von seinem Konto mittels Lastschrift einzuziehen. Zum anderen weist er zugleich seine Bank (die Zahlstelle) an, die vom Zahlungsempfänger auf sein Konto gezogenen Lastschriften einzulösen. Damit beinhaltet auch die Einzugsermächtigung seit der Änderung der AGB zum 9.7.2012 eine von vornherein mit einer Zustimmung ausgestattete und mithin autorisierte Zahlung i.S.d. § 675j Abs. 1 S. 2 Alt. 1 BGB.

<sup>20</sup> Art. 63 Abs. 1 der Zahlungsdienstrichtlinie (Richtlinie Nr. 2007/64/ EG vom 13. November 2007) und Umsetzung in deutsches Recht durch § 676x Abs. 1, 2, 4 BGB (8-Wochen-Frist in Abs. 4 dieser Vorschrift) und Konkretisierung des Erstattungsanspruchs in den AGB (die AGB machen Gebrauch von der Option des Abs. 2 in § 676x BGB). Nach Art. 248 § 4 Abs. 1 Nr. 5 Buchst. f) EGBGB ist der Zahlungsdienstleister verpflichtet, die Zahler vorab über die Möglichkeit zu informieren, Erstattung verlangen zu können. Die Kreditwirtschaft hat dies in ihre AGB aufgenommen; im SEPA-Lastschriftmandat wird ausdrücklich auf den Erstattungsanspruch hingewiesen.



tion“. Beim **Firmenlastschriftverfahren** ist dieser **Erstattungsanspruch vertraglich ausgeschlossen**<sup>21</sup>, was zur sofortigen Endgültigkeit (Finalität) der Erfüllung führt.

- Bei Vorliegen einer unberechtigten (**nicht autorisierten**) **Basislastschrift** (unrechtmäßige Kontobelastung) kann der Zahlungspflichtige die **Zahlung innerhalb von 13 Monaten nach der Kontobelastung zurückfordern**.<sup>22</sup> Bei der Firmenlastschrift entfällt dies, da die Bank des Zahlungspflichtigen Lastschriften zurückweisen wird, für die bei ihr kein gültiges Mandat durch den Zahler hinterlegt ist.

#### Unterschiede zwischen SEPA-Basislastschrift und SEPA-Firmenlastschrift:

	SEPA-Basislastschrift	SEPA-Firmenlastschrift
Zahlungspflichtiger (ZP)	Jeder (Verbraucher, Unternehmen, öffentliche Hand, ...)	Kein Verbraucher
Vorlage der Lastschrift beim Zahlungsdienstleister des Zahlungspflichtigen	5 Tage vor Fälligkeit (D-5), bei Folgelastschriften oder der letztmaligen Lastschrift 2 Tage (D-2)	Einen Tag vor Fälligkeit (D-1)
Bestätigung der Mandatserteilung durch den ZP gegenüber der Zahlstelle	Nicht erforderlich	Erforderlich in der mit dem Kunden vereinbarten Art und Weise
Erstattungsanspruch des ZP für autorisierte Zahlungen	8 Wochen ab Belastung	Ausgeschlossen durch Verzicht
Erstattungsanspruch des ZP für nicht autorisierte Zahlungen	13 Monate ab Belastung	Entfällt infolge des Bestätigungsverfahrens gegenüber der Zahlstelle
Rückgabefrist der Zahlstelle	Spätestens 2 Geschäftstage nach Fälligkeit (D+2) gemäß den deutschen Kundenbedingungen	Spätestens 2 Geschäftstage nach Fälligkeit (D+2)

Gemäß dem Regelwerk zur SEPA-Basislastschrift beträgt die Rückgabefrist der Zahlstelle 5 Geschäftstage nach Fälligkeit. Die deutsche Kreditwirtschaft hat sich jedoch entschieden, diese Frist im Einklang mit den Regelungen aus dem inländischen Lastschriftverfahren auf 2 Geschäftstage zu verkürzen. Bei grenzüberschreitenden Einzügen ist jedoch mit Nutzung der 5-Tages-Frist des Regelwerks zu rechnen.

### 2.5.2 Die Gläubiger-Identifikationsnummer

Die individuelle Gläubiger-Identifikationsnummer (Gläubiger-ID, engl. Creditor Identifier = CI) wird benötigt, um an den SEPA-Lastschriftverfahren teilnehmen zu können. Es handelt sich um ein rein formales Zulassungskriterium.

In Deutschland vergibt die Deutsche Bundesbank die Gläubiger-ID auf der Basis eines elektronischen Beantragungsprozesses (<http://www.glaebiger-id.bundesbank.de>).

Die Gläubiger-ID sieht die Möglichkeit vor, organisatorische Einheiten des Lastschrifteinreichers gesondert zu kennzeichnen. Hierfür sind drei Stellen „Geschäftsbereichskennung“ vorgesehen, die in der Voreinstellung mit „ZZZ“ belegt sind. Falls diese Option genutzt wird, ist darauf zu achten, dass die auf dem Mandat angegebene Gläubiger-ID mit derjenigen übereinstimmt, die im korrespondierenden Lastschriftdatensatz angegebenen wird. Zur Umsetzung bei den Kommunen vgl. unten Abschnitt 3.4.3.1.

<sup>21</sup> Dies ist nach § 675e Abs 4 BGB zulässig.

<sup>22</sup> Art. 58 der Zahlungsdienstrichtlinie und Umsetzung in deutsches Recht durch § 676b Abs. 2 BGB.



### SEPA-Firmenlastschriftmandat

*Ich ermächtige (Wir ermächtigen) [Name des Zahlungsempfängers], Zahlungen von meinem (unserem) Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von [Name des Zahlungsempfängers] auf mein (unser) Konto gezogenen Lastschriften einzulösen.*

*Hinweis: Dieses Lastschriftmandat dient nur dem Einzug von Lastschriften, die auf Konten von Unternehmen gezogen sind. Ich bin (Wir sind) nicht berechtigt, nach der erfolgten Einlösung eine Erstattung des belasteten Betrages zu verlangen. Ich bin (Wir sind) berechtigt, mein (unser) Kreditinstitut bis zum Fälligkeitstag anzuweisen, Lastschriften nicht einzulösen.*

Auf Grund dieses rechtlichen Gehalts des SEPA-Mandats hat die mittels eines SEPA-Lastschriftverfahrens bewirkte Zahlung nach dem Rechtsgedanken des § 377 BGB auch dann Bestand oder ist m.a.W. **insolvenzfest**, wenn nach der Belastungsbuchung über das Vermögen des Zahlungspflichtigen das Insolvenzverfahren eröffnet wird.<sup>26</sup> Nach Verfahrenseröffnung kommt allein die Insolvenzanfechtung<sup>27</sup> in Betracht, was im Fall einer **nicht autorisierten Lastschrift** bedeutsam werden könnte.

Ferner müssen Mandate einen Hinweis erhalten, ob sie für **wiederkehrende** Lastschriften oder nur für **einmalige** Einzüge genutzt werden sollen. Dies kann textlich oder durch Ankreuzlösung erfolgen.

### Inhalt des SEPA-Lastschriftmandats

Pflichtfelder
<ul style="list-style-type: none"><li>▪ Eindeutige Mandatsreferenznummer (Selbstvergabe durch Zahlungsempfänger)</li><li>▪ Name des Zahlungspflichtigen</li><li>▪ Adresse des Zahlungspflichtigen (Straße, Hausnummer, Postleitzahl, Wohnort, Land)</li><li>▪ IBAN des Zahlungspflichtigen</li><li>▪ BIC der Bank des Zahlungspflichtigen</li><li>▪ Name des Zahlungsempfängers</li><li>▪ Gläubiger-ID (CI) des Zahlungsempfängers</li><li>▪ Adresse des Zahlungsempfängers (Straße, Hausnummer, Postleitzahl, Wohnort, Land)</li><li>▪ Ermächtigung des Zahlungsempfängers/ Anweisung an das Kreditinstitut des Zahlungspflichtigen</li><li>▪ Art der Transaktion (Nutzung für einen einmaligen oder einen wiederkehrenden Einzug)</li><li>▪ Unterschriftsort und -datum<sup>28</sup></li><li>▪ Unterschrift des Zahlungspflichtigen<sup>29</sup></li></ul>
Optionale Angaben
<ul style="list-style-type: none"><li>▪ Identifikation des Zahlungspflichtigen, z.B. Kundennummer</li><li>▪ Namen des Kunden, falls abweichend vom Zahlungspflichtigen</li><li>▪ Identifikationscode für den abweichenden Zahlungspflichtigen</li><li>▪ Identifikation und Bezeichnung für den Verwendungszweck, z.B. Vertragsnummer</li><li>▪ Name des Zahlungsempfängers, falls abweichend vom Lastschrifteinreicher</li><li>▪ Identifikationscode für den abweichenden Zahlungsempfänger</li></ul>

Nach dem SEPA-Lastschrift-Regelwerk ist das SEPA-Lastschriftmandat in der **Sprache**/den Sprachen zu gestalten, die am Wohnsitz des Zahlers gesprochen wird/werden. Ist diese/Sind diese im Vorfeld der Mandaterstellung nicht zweifelsfrei festzustellen, sind auch die notwendigen Texte in Englisch vorzusehen. Bei Bedarf stehen auf den Internet-Seiten des EPC Übersetzungen der erforderlichen Textbausteine zur Verfügung:

[http://www.europeanpaymentscouncil.eu/content.cfm?page=core\\_sdd\\_mandate\\_translations](http://www.europeanpaymentscouncil.eu/content.cfm?page=core_sdd_mandate_translations)

[http://www.europeanpaymentscouncil.eu/content.cfm?page=sepa\\_b2b\\_dd\\_mandate\\_translations](http://www.europeanpaymentscouncil.eu/content.cfm?page=sepa_b2b_dd_mandate_translations)

Während der Inhalt vorgeschrieben ist, ist die **Gestaltung der Mandate frei**. Das Mandat kann ein eigenständiges Formular sein, was mit Blick auf die zentrale Archivierung bzw. auf die mögliche Mandatsanforderung durch die Einreicherbank dringend zu empfehlen ist. Das Mandat kann aber auch in einen Vertragstext oder ein anderes Dokument eingebettet sein, sofern die inhaltlichen Anforderungen eingehalten werden. In diesem Fall sind Vertrag und Mandat separat zu unterschreiben.

<sup>26</sup> Vgl. BGH, Urt. vom 20.7.2010, XI ZR 236/07 (NJW 2010 S. 3510): Der Anspruch des Zahlers, gemäß § 675x Abs. 1, Abs. 2, Abs. 4 BGB i.V.m. Abschn. C. Nr. 2.5 Abs. 1 der Sonderbedingungen für den Lastschriftverkehr im SEPA-Basislastschriftverfahren binnen acht Wochen ab Belastungsbuchung von seinem Kreditinstitut Erstattung des Zahlungsbetrages verlangen zu können, fällt in entsprechender Anwendung des § 377 Abs. 1 BGB nicht in die Insolvenzmasse. Mit der Umgestaltung des Einzugsermächtigungsverfahrens durch die AGB-Änderung zum 9.7.2012 gilt dies seither auch für im Einzugsermächtigungslastschriftverfahren bewirkte Zahlungen (vgl. dazu BGH, a.a.O.).

<sup>27</sup> §§ 129 ff. InsO.

Mustermandate der Deutschen Kreditwirtschaft sind im Anhang 7.3. des Leitfadens zu finden. Die von der Deutschen Kreditwirtschaft veröffentlichten Beispiele enthalten Formulierungsvorschläge für SEPA-Mandate innerhalb bzw. im Zusammenhang mit Verträgen.

Zahler kann auch ein Dritter sein, der Zahlungen zugunsten eines anderen leisten, d.h. die Schuld eines anderen aus dessen sogenanntem Valutaverhältnis (z.B. Kaufvertrag) zum Zahlungsempfänger begleichen will. Beispiel: Der gerade volljährig gewordene Enkel erwirbt ein Auto und schließt einen Versicherungsvertrag dafür ab. Die Großmutter unterzeichnet das SEPA-Lastschriftmandat, damit die Zahlungen von ihrem Konto abgebucht werden können.

### 2.5.3.3 Form (und Unterschrift)

Weder durch die EU-Verordnungen noch durch die deutsche Gesetzeslage werden bestimmte Anforderungen an die Form des SEPA-Mandats (der Doppelweisung) vorgegeben. Auch im SEPA-Begleitgesetz hat der Bundesgesetzgeber ganz bewusst auf Formvorschriften verzichtet.<sup>32</sup> Maßgebend sind allein die Formvorgaben, die zwischen dem Zahler bzw. Zahlungsempfänger und ihren Zahlungsdienstleistern (Kreditinstituten) in den vertraglichen Bedingungen, insbesondere den Allgemeinen Geschäftsbedingungen bzw. den besonderen Inkassobedingungen festgelegt werden (**vereinbarte Form gemäß § 127 BGB**). Dabei sind Formvorgaben sowohl im Verhältnis des Zahlungspflichtigen zu seinem Zahlungsdienstleister als auch im Verhältnis des Zahlungsempfängers zu seinem Zahlungsdienstleister möglich bzw. vereinbart, denn das SEPA-Mandat entfaltet eine Doppelfunktion sowohl gegenüber dem Zahlungsempfänger als auch gegenüber der Bank des Zahlungspflichtigen.

Aus der Vereinbarung zur Zulassung zum Lastschriftverfahren, die **zwischen dem Lastschrifteinreicher und seiner Bank** geschlossen wird, ergibt sich, dass das SEPA-Lastschriftmandat in **Schriftform abgefasst werden muss**. In der Mustervereinbarung der Sparkassen-Finanzgruppe<sup>35</sup> für den Lastschrifteinzug im SEPA-Basislastschriftverfahren findet sich hierzu unter Ziffer 2 die folgende Formulierung:

*"[...] Der Zahlungsempfänger verpflichtet sich, Lastschriften nur dann zum Einzug einzureichen, wenn ihm hierzu das schriftliche und vom Zahlungsempfänger unterzeichnete SEPA-Lastschriftmandat gemäß Nummer 5.1 vorliegt."*

Dies ist eine Fortführung der bislang in der Vereinbarung über den Lastschrifteinzug im Einzugsermächtigungsverfahren enthaltenen Formulierung, wonach sich *"... der Zahlungsempfänger verpflichtet, Lastschriften nur dann zum Einzug einzureichen, wenn ihm eine schriftliche Einzugsermächtigung des Zahlungspflichtigen vorliegt."*

In den **zwischen dem Zahlungspflichtigen und seiner Bank** vereinbarten AGB für Zahlungen im SEPA-Basislastschriftverfahren<sup>36</sup> heißt es hingegen typischerweise:

*„Das Mandat ist schriftlich oder in der mit seiner Bank vereinbarten Art und Weise zu erteilen.“*

Die Bedingungen sehen dabei bereits vor, dass im Rahmen des als Option im Regelwerk vorgesehenen e-Mandate-Verfahrens die Autorisierung des Mandats auch über eine spezielle Funktion im Online-Banking der Bank des Zahlungspflichtigen erfolgen kann („... mit seiner Bank vereinbarten Art und Weise ...“). Vgl. zu den e-Mandaten die nachfolgenden Ausführungen.

Das Erfordernis der **Unterschrift des Zahlungspflichtigen** im Falle der schriftlichen Mandatserteilung ergibt sich konkret aus der Verpflichtung des Zahlungsempfängers, schriftliche und vom Zahlungsempfänger unterzeichnete SEPA-Lastschriftmandate einzuholen.

**Aus Sicht der Kreditwirtschaft liegt ein gültiges SEPA-Mandat mithin nur dann vor, wenn es papierhaft und vom Zahlungspflichtigen unterzeichnet ist (Schriftform i.S. des § 126 BGB).<sup>37</sup>**

Dieser engen Auffassung kann allerdings entgegengehalten werden, dass für die Form des SEPA-Mandats gerade nicht die gesetzliche, sondern die vereinbarte Form des § 127 BGB gilt. Zwar heißt es dort in Absatz 1, dass im Zweifel die Vorschrift des § 126 BGB auch für die durch Rechtsgeschäft bestimmte Form gilt. Absatz 2 des § 127 BGB lässt hingegen die telekommunikative Übermittlung<sup>39</sup> zur Wahrung der vereinbarten Schriftform ausreichen, sofern nicht ein anderer Wille anzunehmen ist. Dies ist vor dem Hintergrund bedeutsam, dass die Bank des Zah-

<sup>28</sup> Datum und Ort der Unterschrift sowie die Unterschrift selbst sind streng genommen keine Inhalte des SEPA-Mandats, sondern stellen die Autorisierung/Legitimation des Mandats dar.

<sup>29</sup> Vgl. vorstehende Fußnote.

<sup>32</sup> Zum SEPA-Begleitgesetz siehe Fußnote 12 auf Seite 8 dieses Leitfadens. Vgl. Beschlussempfehlung und im Bericht des Finanzausschusses zum SEPA-Begleitgesetz (BT-Drs. 17/11395 S. 13).

<sup>35</sup> Vgl. Leitfaden-Anhang 7.4.5.

<sup>36</sup> Vgl. Leitfaden-Anhang 7.4.4.

<sup>37</sup> Beispiel: FAQ auf der Internetseite [www.bank1saar.de](http://www.bank1saar.de): „Kann ein Mandat auch durch Faksimile oder mittels Unterschriftenpad unterschrieben werden? Nein, ein Mandat ist papierhaft mit der original-handschriftlichen Unterschrift des Zahlungspflichtigen zu erteilen. Jedes Mandat muss eigenständig erteilt werden, d.h. mit einer separaten Unterschrift. Alternativ kann das E-Mandat verwendet werden, sobald dies angeboten wird. Zivilrechtlich sind in Deutschland auch E-Mails mit einer qualifizierten elektronischen Signatur möglich, aber die SEPA-Verfahrensbeschreibungen sehen lediglich papierhafte Mandate sowie E-Mandate vor.“

<sup>39</sup> Übermittlung in Textform (§ 126b BGB), aber Verzicht auf das Erfordernis der Unterschrift.

lungspflichtigen (die Zahlstelle) die ihr erteilte Weisung ja nicht „schriftlich“ bzw. „im Original“ vom Zahlungspflichtigen erhält bzw. erhalten will, sondern lediglich in elektronischer Form über den Transport der Mandatsinformationen im Lastschriftdatensatz.<sup>40</sup> Das Original des SEPA-Mandats soll schließlich beim Zahlungsempfänger verbleiben und ist von diesem aufzubewahren (s.u. Abschnitt 2.5.3.6).<sup>41</sup> Unberücksichtigt bleibt bei dieser Betrachtungsweise jedoch der Aspekt, dass ein Mandat im Falle eines vom Zahler geäußerten Erstattungsverlangens auf Grund unautorisierter Lastschrift in der Zeit von 8 Wochen bis 13 Monate nach Belastung als Nachweis einer Autorisierung des Zahlungsempfängers dient.

Die Form des Mandats hat auch den Gesetzgeber in den Beratungen zum SEPA-Begleitgesetz mit Blick auf die verbreitete Praxis der Internet-Lastschriften beschäftigt.<sup>42</sup> Folgt man der vom Bundestagsausschuss vertretenen Ansicht, so dürfte unbeschadet etwaiger strengerer Anforderungen, die sich aus dem Verhältnis zwischen der Bank des Zahlungsempfängers (Inkassostelle) und dem Zahlungsempfänger ergeben, im Verhältnis zwischen dem Zahlungspflichtigen und seiner Bank (Zahlstelle) ein Zahlungsauftrag an die Zahlstelle der vereinbarten Schriftform auch dann genügen, **wenn der Zahlungspflichtige das mit Datum und Unterschrift ausgestattete SEPA-Mandat dem Zahlungsempfänger nicht im Original, sondern per Telefax, Computerfax (ggf. mit eingescannter Unterschrift) oder per E-Mail (angehängtes PDF-Dokument mit – ggf. eingescannter - Unterschrift) übermittelt** (bei Verwendung eines vom Zahlungsempfänger zur Verfügung gestellten Formulars für das SEPA-Mandat). In diesen Fällen läge mithin ein **autorisierter Zahlungsauftrag an die Bank des Zahlungspflichtigen** vor. Der 13monatige<sup>43</sup> Erstattungsanspruch wegen einer nicht autorisierten Zahlung wäre ausgeschlossen. Die Interessenverbände des Handels gehen überdies davon aus, dass auch die auf einer Internet-Formularseite deutlich erklärte und dokumentierte Ermächtigung<sup>44</sup> für die Autorisierung einer Lastschrift ausreichend ist.<sup>45</sup> Ob dies nur eine Wunschvorstellung ist, die der Realisierung harrt, oder bereits auf Grundlage der bestehenden AGB und Sonderbedingungen möglich ist, wird aktuell intensiv diskutiert. Hingegen **genügt eine lediglich telefonisch erteilte Ermächtigung für eine SEPA-Lastschrift dem Schriftformerfordernis nicht** und reicht nicht aus, eine Kontobelastung zu autorisieren.

Die Frage bzw. Diskussion um das Erfordernis der Schriftform mit/ohne Unterschrift ist im Übrigen nicht neu, sondern stellte bzw. entzündete sich auch schon in der Vergangenheit am Schriftformerfordernis für Einzugsermächtigungen. Im Kern geht es „nur“ darum, sicherzustellen, dass eine Belastung des Kontos des Zahlungspflichtigen nur bei bewusst und ausdrücklich erteilter Ermächtigung bzw. Weisung erfolgt. Bereits vor zehn Jahren, also zu einer Zeit, als der Internethandel längst nicht die Bedeutung hatte wie heute, war die telekommunikative Übermittlung einer Einzugsermächtigung akzeptiert<sup>46</sup> bzw. war sie von der Kreditwirtschaft toleriert worden.<sup>47</sup>

<sup>40</sup> Die Bank des Zahlungspflichtigen (Zahlstelle) verzichtet nach den mit dem Zahlungspflichtigen vereinbarten Sonderbedingungen für den Lastschriftverkehr für den Zugang der Weisung ausdrücklich auf die für die Erteilung des Mandats vereinbarte Form.

<sup>41</sup> Nach der Inkassovereinbarung (vgl. Ziffer 5.3 des Musters im Anhang 7.4.5 zu diesem Leitfaden) hat der Zahlungsempfänger seiner Hausbank auf Anforderung innerhalb von sieben Geschäftstagen eine Kopie des SEPA-Lastschriftmandats oder auf besonderes Verlangen das Original des SEPA-Lastschriftmandats und gegebenenfalls weitere Informationen zu den eingereichten SEPA-Basislastschriften zur Verfügung zu stellen.

<sup>42</sup> Im Bericht des Finanzausschusses (BT-Drs. 17/11395 vom 7.11.2012 S. 13) heißt es dazu konkret:

„2. Die Koalitionsfraktionen sahen keinen gesetzgeberischen Handlungsbedarf für die Regelung von Internetlastschriften. Auch nach der der SEPA-Verordnung und nach dem Inkrafttreten des SEPA-Begleitgesetzes könnten weiterhin wirksame Lastschriftmandate im Internet erteilt werden. Zwar sei es nach der SEPA-Verordnung für ein gültiges Mandat erforderlich, dass neben der Ermächtigung des Zahlers gegenüber dem Zahlungsempfänger zur Einziehung des vereinbarten Geldbetrags auch eine Zustimmung des Zahlers gegenüber seinem Zahlungsdienstleister (Autorisierung) vorliege (sogenannte Doppelweisung). Bestimmte Anforderungen an die Form dieser Doppelweisung, wie z.B. die Unterzeichnung eines Lastschriftbelegs aus Papier, würden weder durch die SEPA-Verordnung noch durch die deutsche Gesetzeslage (einschließlich SEPA-Begleitgesetz) vorgegeben.

Die Gültigkeit bzw. die Verwendbarkeit der im Internet erteilten Lastschriftmandate richte sich – wie bisher – allein nach den vertraglichen Vereinbarungen, die der Zahler (Online-Shop-Käufer) mit seinem Zahlungsdienstleister (Kreditinstitut) bzw. der Zahlungsempfänger (Online-Shop-Verkäufer) mit seinem Zahlungsdienstleister (Kreditinstitut) in den Allgemeinen Geschäftsbedingungen bzw. den Inkassobedingungen getroffen habe. Dabei seien vertraglich vereinbarte Formvorgaben sowohl im Verhältnis des Zahlers zu seinem Zahlungsdienstleister als auch im Verhältnis des Zahlungsempfängers zu seinem Zahlungsdienstleister möglich.

Hätten die jeweiligen Zahlungsdienstleister mit ihren Kunden (Zahler und Zahlungsempfänger) Schriftlichkeit vereinbart, gelte Folgendes: Nur wenn zwischen dem Zahler und dessen Zahlungsdienstleister für die Erteilung der in der Lastschriftabrede enthaltenen Zustimmung Schriftform vereinbart worden sei, betreffe dies die Wirksamkeit der Zustimmung (Autorisierung). Formvorgaben im Verhältnis des Zahlungsempfängers zu seinem Zahlungsdienstleister spielten dagegen nur eine Rolle für die Verwendbarkeit des Mandats in diesem Verhältnis.

Die Anforderungen, die an die vereinbarte Schriftform zu stellen sind, bestimmten sich nach § 127 Bürgerliches Gesetzbuch (BGB). Nach § 127 Abs. 1 BGB würden im Zweifel die Vorschriften des § 126, des § 126a oder des § 126b für die gesetzliche Schriftform gelten. Dies werde allerdings durch § 127 Abs. 2 BGB dahingehend modifiziert, dass im Zweifel zur Wahrung der durch Rechtsgeschäft bestimmten schriftlichen Form die telekommunikative Übermittlung und bei einem Vertrag der Briefwechsel genügen würden. Telekommunikative Übermittlung erfordere mindestens die Einhaltung der Textform des § 126b BGB. Sei das Lastschriftmandat also beispielsweise mittels E-Mail erteilt, genüge dies im Zweifel den Anforderungen. ....“

<sup>43</sup> § 676b Abs. 2 BGB in Verbindung mit den AGB der Zahlungsdienstleister.

<sup>44</sup> Zwangsläufig ohne eigenhändige Unterschrift.

<sup>45</sup> So z.B. der Handelsverband Deutschland HDE in einer Stellungnahme mit 10 weiteren Verbänden vom 10.12.2012.

<http://www.einzelhandel.de/pb/site/hde/node/1603944/Lde/index.html>.

<sup>46</sup> Vgl. dazu Schneider, Das Lastschriftverfahren im Internet, BKR 2002 S. 384: Die Einzugsermächtigung könne auch in Form einer unsignierten elektronischen Erklärung erteilt werden. Das Schriftformerfordernis habe lediglich die Funktion, dafür zu sorgen, dass ein Abruf vom Konto des Kunden nur bei bewusst und ausdrücklich erteilter Einziehungsermächtigung erfolge. Diesem Zweck genüge auch eine unsignierte deutlich erklärte Ermächtigung, die telekommunikativ übermittelt werde. Werner, Rechtliche Neuerungen im Lastschriftverfahren – insbesondere das SEPA-Lastschriftverfahren, BKR 2010 S. 9, nimmt darauf Bezug.

<sup>47</sup> Die Kreditwirtschaft geht formal davon aus, dass Internet-Lastschriften, die auf dieser Grundlage eingezogen werden, mangels Schriftlichkeit formal nicht



Die sich in nächster Zeit zwangsläufig verstärkende Diskussion um die SEPA-Fähigkeit von Internetlastschriften wird hier sicher schnell für eine (ggf. gerichtliche) Klärung sorgen.

**Angesichts der unterschiedlichen Rechtsauffassungen zur Schriftform empfiehlt die Arbeitsgruppe den Kommunen, SEPA-Lastschriftmandate papierhaft mit Unterschrift einzuholen. Bei Mandaten, die nicht papierhaft und im Original unterschrieben vorliegen, kann nicht garantiert werden, dass das Kreditinstitut des Zahlers dieses Mandat als vom Zahler erteilt anerkennt.**

### **Internet-Lastschrift**

Ein spezielles Verfahren für eine Internetlastschrift gibt es in Deutschland nicht. In der Vergangenheit nutzten Shopanbieter unter Nichtbeachtung des Schriftformerfordernisses für die Erteilung der Einzugsermächtigung das Lastschriftverfahren als Bezahlverfahren.<sup>48</sup> Lastschriften, die auf dieser Grundlage eingezogen werden, sind (nach Auffassung der Kreditwirtschaft) formal nicht autorisiert, so dass der Zahlungspflichtige bis 13 Monate nach Belastung einen Rückgabeanspruch geltend machen kann.

### **Elektronische Mandate**

In der aktuellen Diskussion hinsichtlich des Schriftformerfordernisses für SEPA-Mandate wird verbreitet die Zulassung eines elektronischen Mandats gefordert, d.h. der rechtsgültige Abschluss eines Mandats unter Nutzung elektronischer Medien.

Das SEPA-Lastschriftregelwerk sieht bereits heute die Möglichkeit einer qualifizierten elektronischen Signatur (QES) zur rechtswirksamen Unterzeichnung des Mandats vor.<sup>49</sup> Falls derart unterzeichnete Mandate zwischen Zahlungspflichtigen und Zahlungsempfänger zum Einsatz kommen, sind sie dem papierhaften, handschriftlich unterzeichneten Mandat gleichgesetzt. Dies ist aber zurzeit noch nicht der Fall. Mangels Nutzern wird diese Möglichkeit in der Praxis bis auf Weiteres wahrscheinlich nicht zur Anwendung kommen.

Darüber hinaus ist im SEPA-Regelwerk mit dem „e-Mandate“ ein Verfahren beschrieben, in dem die Mandatsdaten durch Nutzung der Legitimations- und Autorisierungsverfahren des Online-Banking (PIN und TAN) autorisiert werden. In diesem Anwendungsfall würde ein potenzieller Zahler bei Kaufabschluss zur Online-Banking-Seite seiner Bank geleitet, wo er nach Anmeldung die Mandatsdaten mittels PIN freigibt. Da dieses Verfahren mit allen Banken und interessierten Händlern im SEPA-Raum funktionieren muss, ist eine Umsetzung mangels vorhandener Infrastruktur als sehr komplex einzustufen. Die Realisierungschancen auf deutscher und europäischer Ebene sind derzeit gering.

#### **2.5.3.4 Gültigkeit / Widerruf / Mandatssperre**

SEPA-Lastschriftmandate sind unbefristet gültig, sofern sie regelmäßig genutzt und nicht vom Zahlungspflichtigen widerrufen werden.

#### **Widerruf des Mandats**

Der Zahlungspflichtige kann ein Mandat gegenüber dem Zahlungsempfänger jederzeit widerrufen.<sup>50</sup> Der Zahlungspflichtige kann Mandate auch gegenüber seinem Zahlungsdienstleister widerrufen. Nach diesem Widerruf eingehende Lastschriften werden dann durch den Zahlungsdienstleister zurückgegeben. Auf diesem Weg wird der Zahlungsempfänger über den gegenüber dem Zahlungsdienstleister des Zahlungspflichtigen erklärten Widerspruch unterrichtet. In beiden Fällen dürfen keine weiteren Lastschriften mehr gezogen werden.

#### **Verfall nach 36 Monaten Nichtgebrauch**

Sind seit dem letzten Lastschufteinzug 36 Monate vergangen, verfällt das SEPA-Lastschriftmandat. Dies ergibt sich aus dem SEPA-Lastschrift-Regelwerk des EPC und ist in der Inkassovereinbarung zwischen dem Lastschufteinreicher und seiner Inkassobank so ausdrücklich festgehalten.<sup>51</sup> Ein erneuter Lastschufteinzug nach Ablauf dieser Frist macht die Einholung eines neuen SEPA-Lastschriftmandats erforderlich. Ansonsten läge einem Lastschufteinzug kein gültiges Mandat zugrunde. Wichtig für die Fristberechnung: Das Datum der Mandatserteilung selbst (Tag der Unterzeichnung durch den Zahlungspflichtigen) ist für die Frist von 36 Monaten unerheblich, es kommt nur auf das Datum des letzten Lastschufteinzugs an.

#### **Sperrung des Mandats**

Artikel 5 Absatz 3 Lit. d der SEPA-Migrationsverordnung verpflichtet die Zahlungsdienstleister, für Zahlungspflichtige, die Verbraucher sind, diverse Sperrmöglichkeiten eingehender Lastschriften vorzusehen.

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autorisiert sind, so dass der Zahlungspflichtige bis 13 Monate nach Belastung einen Rückgabeanspruch geltend machen könnte.

<sup>48</sup> Bei Einmaleinzügen bis 50 EUR konnte aufgrund einer Ausnahmeregelung auf die schriftliche Einzugsermächtigung verzichtet werden.

<sup>49</sup> Elektronische Form nach § 126a BGB.

<sup>50</sup> § 675j BGB i.V.m. den Allgemeinen Geschäftsbedingungen der Zahlungsdienstleister.

<sup>51</sup> Vgl. Ziffern 5.4 und 7.5 im Muster einer Inkassovereinbarung (wiedergegeben im Anhang 7.4.5 des Leitfadens).

So soll ein Zahlungspflichtiger in der Lage sein,

- sein Konto für jegliche Lastschriftengänge zu sperren,
- Lastschrifteinzüge in Betragshöhe und Periodizität zu begrenzen,
- sämtliche Lastschriften bestimmter Zahlungsempfänger zu akzeptieren („White List“),
- sämtliche Lastschriften bestimmter Zahlungsempfänger abzulehnen („Black List“).

Macht der Zahlungspflichtige von der Sperrmöglichkeit Gebrauch, wird die nächste Lastschrift als Rückläufer von der Bank zurückgeliefert.

Der Zahlungsempfänger muss bei der Verarbeitung der Rückläufer in seiner Mandatsverwaltung ein entsprechendes Merkmal setzen, um somit weitere nicht eingelöste und zurückgegebene Lastschriften zu vermeiden.

Wird die Sperrung seitens des Zahlers gegenüber seinem Kreditinstitut wieder aufgehoben, braucht kein neues Mandat eingeholt werden. Es lebt wieder auf. Auch in der Mandatsverwaltung muss der Status wieder auf „aktiv“ gesetzt werden, es sei denn, die letzte Nutzung des Mandats liegt mehr als 36 Monate zurück (s.o.).

Somit kann es für den Status eines Mandats in der Mandatsverwaltung (siehe Abschnitt 2.5.3.8) verschiedene Ausprägungen geben:

- aktiv (unterschiedenes Mandat liegt vor und wird genutzt);
- gesperrt (siehe vorstehend);
- gelöscht (Widerruf des Mandats durch den Zahlungspflichtigen oder Verfall nach 36monatiger Nichtnutzung).

Darüber hinaus sind in der Mandatsverwaltung noch folgende Fälle zu unterscheiden:

#### **Ruhendes Mandat**

Der **Zahlungsempfänger** kann ein Mandat mit dem Status „ruhend“ versehen. Hierunter ist ein Mandat zu verstehen, dessen Lastschrifteinzüge aufgrund mangelnder Kontodeckung nicht eingelöst wurde oder andere Gründe vorliegen, das Mandat übergangsweise nicht zu nutzen. Soll das Mandat wieder genutzt werden, braucht dazu kein neues Mandat eingeholt werden, soweit die letzte Nutzung des Mandats weniger als 36 Monate zurückliegt.

#### **Schwebendes Mandat**

Ein Mandat ist „schwebend“, wenn der Zahlungsempfänger dem Zahlungspflichtigen das Mandat zur Unterschrift zugesandt, der Rücklauf aber noch nicht vorliegt. Unter diese Kategorie fallen auch vom Zahlungspflichtigen „blanko“, d.h. ohne Mandatsreferenz unterzeichnete Mandate, bei denen der Zahlungsempfänger dem Zahlungspflichtigen noch die Mandatsreferenz mitteilen muss.

#### **2.5.3.5 Mandatsänderungen – Abgrenzung zur Neueinholung eines Mandats**

Der mit der erstmaligen Erteilung eines Mandats diesem zugewachsene Inhalt bleibt selten unverändert. Im Laufe seines „Lebens“ kann bzw. muss ein Mandat gelegentlich geändert werden, ohne dass im rechtlichen Sinne ein neues Mandat erteilt werden muss.

**Eine Ausnahme besteht dann, wenn sich die Person des Zahlungspflichtigen oder des Zahlungsempfängers ändert. In diesen Fällen ist vom Zahlungspflichtigen zwingend ein neues Mandat zu unterzeichnen.**

**Bei den nachstehend genannten Änderungen durch den Zahlungspflichtigen ist eine Neuerteilung des Mandats nicht erforderlich:**

- Namensänderung, Adressänderung;
- es soll ein neues Zahlerkonto bei derselben Bank verwendet werden (Änderung der IBAN);
- es soll ein neues Zahlerkonto bei einer anderen Bank verwendet werden (Änderung von IBAN und BIC). Es ist im SEPA-Basislastschriftverfahren kein neues Mandat erforderlich, da es der Zahler seiner Bank (Zahlstelle) nicht vorlegen muss. Diese erhält die Informationen über die Angaben im Datensatz.
- Wichtig ist, dass der nach Änderung der Zahlerbank durchgeführte erste Lastschriftabruf wie ein „erster Abruf“ zu behandeln ist; das heißt, dass hier die Vorlagefristen anzuwenden sind, die für eine Erstlastschrift vorgesehen sind.

Die vorstehenden Änderungen sind in der zwischen Zahlungsempfänger und Zahler vereinbarten Art und Weise durchzuführen. Nicht selten gibt es dazu keinerlei Festlegungen, so dass davon auszugehen ist, dass auch Mandatsänderungen grundsätzlich in derselben Form zu geschehen haben wie die (Erst-)Erteilung des Mandats.

Da der Zahlungsempfänger den Nachweis für ein gültiges Mandat (einschließlich der erfolgten Änderungen) führen können und das Mandat einschließlich vorgenommener Änderungen aufbewahren muss (s.u.), sollten Verfahren zum Einsatz kommen, die die Änderungen eindeutig belegen und später seitens des Zahlungspflichtigen nicht bestritten werden können. Schriftlich (mit eigenhändiger Unterschrift, vgl. § 126 BGB) erteilte Änderungen sind deshalb primär empfehlenswert, um nachzuweisen, dass eine (geänderte) autorisierte Lastschrift vorliegt. Bei einer Änderung des Mandats in Textform (§ 126b BGB)<sup>52</sup> bzw. durch telekommunikative Übermittlung (§ 127

<sup>52</sup> Unter die Textform fallen Telefax (selbst ohne Unterschrift), Computerfax, maschinell erstellte Briefe ohne Unterschrift, aber z.B. mit Namenswiedergabe

Abs. 2 BGB) muss der Zahlungsempfänger die Änderung zumindest digital archivieren, um im Zweifelsfall einen Nachweis führen zu können, dass die Änderung vom Zahlungspflichtigen autorisiert wurde.<sup>53</sup> Mandatsänderungen, die nur telefonisch mitgeteilt werden, sind hingegen eindeutig nicht SEPA-kompatibel!

Sofern nicht ohnehin schon im Einsatz, sollten daher von den Zahlungsempfängern entsprechende Formulare zur Änderung der Bankverbindung, der Adresse usw. vorgehalten bzw. auf der Homepage zum Download angeboten werden.

**Änderungen innerhalb eines weiterbestehenden Mandats sind auch durch den Zahlungsempfänger möglich:**

- Änderung der Mandatsreferenznummer;
- Änderung der Gläubiger-ID (keine Neuerteilung des Mandats erforderlich);
- Änderung von Mandatsreferenznummer und Gläubiger-ID;
- Namensänderung des Zahlungsempfängers.

Die Mandatsänderung kann durch den „Vertrags“partner (Zahlungspflichtigen) nicht abgelehnt werden, da es sich um begründbare und damit notwendige Änderungen handelt, um Zahlungen korrekt ausführen zu können.

Bei allen Änderungen sind im Datensatz des ersten Einzugs nach der Änderung jeweils der alte und der neue Wert mitzuteilen.

Zudem empfiehlt es sich, Mandatsänderungen vorab mitzuteilen (z.B. mittels der Vorabankündigung). Damit wird der Zahler in die Lage versetzt, seinem Kreditinstitut – sofern notwendig – bereits vorab die Änderung mitzuteilen.

**Änderungen durch bankinterne organisatorische Maßnahmen**

Werden aus organisatorischen Gründen, die im Kreditinstitut des Zahlungspflichtigen begründet sind, IBAN und/oder BIC geändert, dann wird ebenfalls kein neues Mandat benötigt. Die neuen Daten werden in diesem Fall als „technische Änderung“ in die Mandatsverwaltung eingefügt und beim nächsten Lastschriftabruf unter Angabe von neuer und alter IBAN des Zahlers im Datensatz mitgegeben.

### 2.5.3.6 Aufbewahrung / Archivierung

Der Zahlungsempfänger ist verpflichtet, das Mandat sowie alle möglichen Änderungen des Mandats aufzubewahren. Aufzubewahren ist das papierhafte Mandat. Eine zusätzliche Archivierung der papierhaften Mandate auf Bild- oder Datenträgern (optische bzw. digitale Archivierung) ist empfehlenswert.<sup>54</sup>

Die SEPA-Regelwerke sehen als Mindestanforderung vor, SEPA-Lastschriftmandate bis 14 Monate nach dem letzten Einzug aufzubewahren; weiter gehende gesetzliche Aufbewahrungsfristen sind zu berücksichtigen.

In der Beziehung zwischen dem Zahlungsempfänger und seinem Kreditinstitut sind die Aufbewahrungsfristen in der Inkassovereinbarung geregelt.<sup>55</sup> Die übliche Formulierung in der Lastschriftvereinbarung lautet wie folgt:

*„.... Nach Erlöschen des SEPA-Lastschriftmandats ist dieses im Original noch für einen Zeitraum von mindestens 14 Monaten, gerechnet vom **Fälligkeitsdatum** der letzten eingezogenen SEPA-Basislastschrift, aufzubewahren.“*

Wurde ein Mandat 36 Monate nicht genutzt, erlischt es automatisch. Nach Ablauf dieser 36 Monate kann das Original des Mandats vernichtet werden, sofern nicht gesetzliche Regelungen eine weitere Aufbewahrung verlangen.

Aus Vereinfachungsgründen erscheint es danach empfehlenswert, die Aufbewahrungsfrist generell auf einheitlich 36 Monate nach letzter Verwendung zu setzen. Dies gilt auch für die Kommunen (vgl. dazu unten Abschnitt 3.4.7.1.5).

### 2.5.3.7 Mandatsgegenstand und Mandatsreferenz

Pflichtinhalt des SEPA-Lastschriftmandats ist u.a. eine eindeutige Mandatsreferenz, die vom Zahlungsempfänger (Lastschrifteinreicher) vergeben wird. Sie dient in Verbindung mit der Gläubiger-ID der eindeutigen Identifizierung eines SEPA-Mandats. Als Teil des SEPA-Lastschrift-Datensatzes wird sie zusammen mit der Gläubiger-ID über den gesamten Weg des Zahlungsvorgangs bis zum Zahlungspflichtigen übermittelt. Der Zahlungspflichtige kann damit prüfen, ob die auf dem Kontoauszug seines Girokontos vorgenommene Belastung vereinbarungsgemäß erfolgt ist.

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oder E-Mails ohne Unterschrift.

<sup>53</sup> Letzte Risiken zu Lasten des Zahlungsempfängers sind nicht auszuschließen. Selbst beim Telefax oder bei „normaler“ E-Mail ohne qualifizierte Signatur bzw. außerhalb des DE-Mail-Verfahrens sind Fälschungen nicht ausgeschlossen. Auch eine im Original vorliegende Unterschrift kann gefälscht sein. Es stellt sich allerdings die Frage, wie wahrscheinlich bzw. zahlreich die Fälle sein werden, in denen nach Verstreichen der 8wöchigen Frist für die Geltendmachung des bedingungslosen Erstattungsanspruchs eine Rückforderung des Belastungsbetrags eingeleitet wird.

<sup>54</sup> Telekommunikativ übermittelte Mandate (§ 127 Abs. 2 BGB, s.o.) sind zumindest digital zu archivieren; die Verbindung zu einem ggf. papierhaft vorliegenden Mandat ist sicherzustellen.

<sup>55</sup> Vgl. Ziffer 5.4 im Muster einer Inkassovereinbarung (wiedergegeben im Anhang 7.4.5 des Leitfadens).



Die Mandatsreferenznummer umfasst maximal 35 Stellen und ist vom Zahlungsempfänger frei gestaltbar (z.B. Vertrags-Nr., Kunden-Nr., Personenkonto, Debitornummer, Einnahmeart, Buchungszeichen oder eine Kombination daraus).

Die Fragestellung für den Zahlungsempfänger hierzu lautet allgemein:

Soll jeder Vertrag bzw. jedes Rechtsverhältnis (Grundgeschäft) mit einem Kunden ein eigenes (Einzel-)Mandat erhalten (**Bezug auf den konkreten Gegenstand der Zahlungspflicht**) oder soll es ein (Rahmen-)Mandat für alle Gegenstände mit Zahlungspflicht (insbes. Verträge) je Bankverbindung mit einem Kunden (**Bezug zum Kunden/Debitor**) geben?

Diese Entscheidung hat erhebliche organisatorische und technische Auswirkungen auf die Vergabe der Mandatsreferenz und die Mandatsverwaltung. Insbesondere hängt davon ab,

- ob bei Erweiterung einer „Geschäfts“beziehung neue Mandate erforderlich werden,
- wie mit Mandatsänderungen und -widerrufen umgegangen werden muss.

Vor- und Nachteile eines SEPA-Lastschriftmandates pro Geschäftsbeziehung (Rahmenmandat)

Vorteile	Nachteile
<ul style="list-style-type: none"> <li>– Bei mehreren Verträgen wird die <b>Mandatsanzahl</b> auf ein Rahmenmandat reduziert</li> <li>– Der Zahlungspflichtige muss <b>nur ein Mandat unterschreiben</b>, dass auch bei Folgegeschäften genutzt werden kann</li> <li>– <b>Kunden- und Mitgliedsnummern</b> können genutzt werden</li> <li>– Mandatsänderungen (z.B. Änderung der Kontoverbindung) werden vereinfacht, da nur das Rahmenmandat betroffen ist</li> </ul>	<ul style="list-style-type: none"> <li>– Der <b>Widerruf</b> des Mandats betrifft <b>alle Verträge/Grundgeschäfte</b> des Kunden</li> <li>– Auf eine zentrale Mandatsverwaltung und für deren Pflege muss durch alle betroffenen Abteilungen zugegriffen werden können</li> <li>– Sofern mehr als eine Vertragsbeziehung besteht, ist die Nutzung einer Vertragsnummer als Mandatsreferenz nicht sinnvoll</li> <li>– Ein weiteres Mandat könnte erforderlich werden, falls der Zahlungspflichtige mehrere Kontoverbindungen nutzt</li> </ul>

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Baden-Württemberg

Ein **auf den Kunden/Debitor bezogenes (Rahmen-)Mandat** minimiert die Mandatsanzahl (+) und erleichtert somit auf den ersten Blick die Mandatsverwaltung. Die Kehrseite: Es ist nur ein Zahlerkonto pro Kunde darstellbar (-). Auch betrifft der Widerruf eines Mandats oder eine bei der Bank veranlasste Sperrung alle Gegenstände (Verträge, Steuerschuldverhältnis usw.) mit Zahlungspflichten des Kunden (-).

Vor- und Nachteile mehrerer SEPA-Lastschriftmandate pro Geschäftsbeziehung (Einzelmandate)

Vorteile	Nachteile
<ul style="list-style-type: none"> <li>– Der <b>Widerruf</b> eines Mandats betrifft <b>nur einen Vertrag</b></li> <li>– <b>Je Vertrag</b> kann ein <b>anderes Konto</b> des Zahlungspflichtigen genutzt werden</li> <li>– Die Nutzung von <b>Vertragsnummern</b> als Mandatsreferenz ist möglich</li> </ul>	<ul style="list-style-type: none"> <li>– Der Zahlungspflichtige muss <b>je Vertrag ein neues Mandat unterschreiben</b></li> <li>– Mandatsänderungen (z.B. Änderung der Kontoverbindung), die sich auf alle bestehenden Mandate eines Kunden erstrecken, erfordern die Änderung aller Mandate in der zentralen bzw. dezentralen Mandatsverwaltung(en)</li> <li>– Die Mandatsverwaltung wird <b>umfangreicher</b></li> </ul>

Sparkassenverband  
Baden-Württemberg

Bei einem **Bezug des Mandats auf das Grundgeschäft** (Vertrag oder anderes Rechtsverhältnis) wäre pro Grundgeschäft ein (neues) Einzelmandat einzuholen. Vorteil: Der Widerruf, die Änderung oder Sperrung eines Mandats

hätte hier nur Auswirkungen auf den einzelnen Vertrag bzw. das Objekt (+). Nachteilig ist der hohe Pflegeaufwand bei Mandatsänderungen (-). Beispielsweise muss eine Änderung der Bankverbindung und der Adresse des Zahlungspflichtigen bei verschiedenen Mandaten berücksichtigt werden.

### **2.5.3.8 Mandatsverwaltung**

Die vorstehenden Ausführungen verdeutlichen, dass die Umstellung auf die SEPA-Lastschrift für alle Zahlungsempfänger den Aufbau einer bisher nicht in dieser Strenge und Durchgängigkeit vorhandenen Mandatsverwaltung erfordert. Diese ist zwangsläufig EDV-technisch zu unterstützen, weil die SEPA-Lastschriften nur elektronisch eingereicht werden können.

I.d.R. wird die SEPA-Mandatsverwaltung ein neuer Baustein der von den Zahlungsverkehrsteilnehmern eingesetzten Finanzbuchhaltung sein, weil darüber auch der Zahlungsverkehr abgewickelt wird. Allerdings bedarf es hierzu auch einer Anpassung der Schnittstellen für den Output in angebundene Fachverfahren oder den Input aus solchen Verfahren. Werden z.B. über Fachverfahren Verträge, Rechnungen, Abrechnungen, Bescheide und dergleichen erstellt und soll damit zugleich auch die sogenannte Vorabankündigung (s.u. Abschnitt 2.5.4.2) erfolgen, muss die in der zentralen Finanzbuchhaltung (Stammdaten) verwaltete Mandatsreferenznummer - ggf. mit weiteren Daten - in das Fachverfahren übertragen werden. Umgekehrt können über ein Fachverfahren Mandatsvordrucke erstellt und erteilte Mandate – zunächst ohne Mandatsreferenz - im Rücklauf erfasst werden, wenn die Mandatsreferenznummer zentral in der Finanzbuchhaltung erzeugt wird. Hier bedarf es eines Datenaustauschs in beiden Richtungen, etwa wenn über das Fachverfahren dem Zahlungspflichtigen die Mandatsreferenznummer sofort oder erst nach Vergabe in der zentralen Finanzbuchhaltung mitgeteilt wird.

Am Bild der eingesetzten EDV-Verfahren wird deutlich, dass festzulegen ist, ob die Mandatsverwaltung zentral oder (teilweise) dezentral erfolgt. Und zur Mandatsverwaltung gehört auch die Aufbewahrung/Archivierung der erteilten Mandate und der Änderungen.

### **2.5.3.9 Migration bestehender Einzugsermächtigungen in SEPA-Basislastschriftmandate**

Bis vor nicht allzu langer Zeit bestand die Auffassung, dass die in Deutschland erteilten Einzugsermächtigungen aus rechtlichen Gründen nicht SEPA-fähig, d.h. ungeeignet für den Einzug von SEPA-Basislastschriften seien. Während nämlich das SEPA-Lastschriftmandat eine sogenannte Doppelweisung (Ermächtigung gegenüber dem Zahlungsempfänger und Weisung bzw. Zahlungsauftrag gegenüber dem Zahlungsdienstleister des Lastschriftschuldners, sogenannte Zahlstelle) erfordert, enthielt die „alte“ Einzugsermächtigung nur eine Ermächtigung gegenüber dem Zahlungsempfänger. Rechtlich macht dies den Unterschied, dass SEPA-Zahlungen im Vorfeld gegenüber der Zahlstelle autorisiert sind, während Zahlungen im Einzugsermächtigungsverfahren als nicht autorisierte Zahlungen galten und der Genehmigung durch den Zahler bedurften. Diese Genehmigung konnte ausdrücklich, konkludent oder im Wege einer Fiktion (Schweigen gilt als Zustimmung) gemäß den Allgemeinen Geschäftsbedingungen der Kreditwirtschaft erfolgen.

In der Bundesrepublik wären – ohne flankierende Maßnahmen – durch die SEPA-Umstellung geschätzt mehrere Hundert Millionen Einzugsermächtigungen als SEPA-Mandate neu einzuholen gewesen. Für die SEPA-Migration war deshalb klar, dass im Falle der verbindlichen Einführung des SEPA-Lastschriftverfahrens am Markt bei gleichzeitiger Abschaltung des Einzugsermächtigungslastschriftverfahrens zu einem fixen Enddatum eine vollumfängliche Neueinholung von SEPA-kompatiblen Mandaten durch den Lastschriftgläubiger unter allen Umständen vermieden werden muss.

Der Bundesgesetzgeber hat hierzu keine gesetzliche Umstellung bzw. Umwandlung bestehender Einzugsermächtigungen in SEPA-Mandate vorgenommen bzw. für erforderlich gehalten und hat auf eine Mandatumstellung im Wege der Änderungen der Allgemeinen Geschäftsbedingungen (AGB) der Zahlungsdienstleister gesetzt.<sup>56</sup> Auf diesem Wege ist die Migration bestehender Einzugsermächtigungen schließlich erfolgt.

#### **Änderungen der AGB im Juli 2012<sup>57</sup>**

Aufgrund der zum 9. Juli 2012 erfolgten Änderungen der „Bedingungen für die Lastschrift im Einzugsermächtigungsverfahren und im Abbuchungsauftragsverfahren“, der Änderungen der „Bedingungen für SEPA-Basislastschriften“ der Deutschen Kreditwirtschaft wurde der Inhalt der Einzugsermächtigungslastschrift geändert.

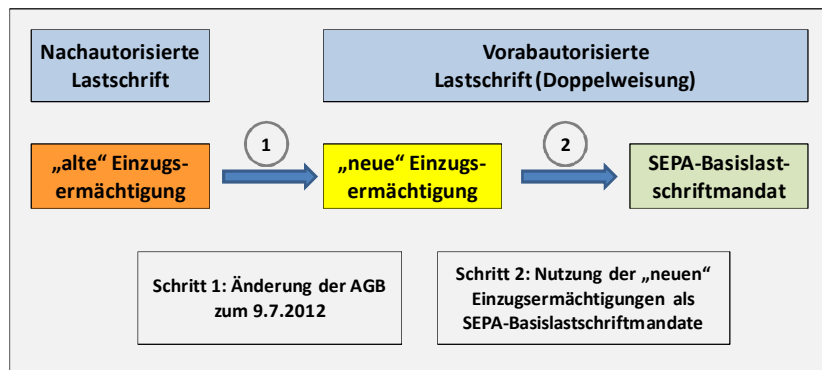
Die Einzugsermächtigung beinhaltet automatisch seit dieser Umstellung – angelehnt an das SEPA-Mandat – neben der Ermächtigung des Zahlungsempfängers, Zahlungen vom Konto des Zahlungspflichtigen mittels Lastschrift einzuziehen, die Weisung an die Bank des Zahlungspflichtigen, die vom Zahlungsempfänger auf sein Konto gezogenen Lastschriften einzulösen (Doppelweisung).<sup>58</sup> Wie bei der SEPA-Lastschrift kann der Zahler bei einer autori-

<sup>56</sup> Entschließung des Deutschen Bundestages vom 11. Mai 2011, BT-Drs. 17/5768; Bericht der Bundesregierung an den Deutschen Bundestag vom 30. November 2011, BT-Drs. 17/8072). Ein wichtiger Wegbereiter für die AGB-Lösung war allerdings der Bundesgerichtshof, dessen XI. Senat in Abstimmung mit dem IX. Senat im Urteil vom 20.7.2010, XI ZR 236/07 (NJW 2010 S.3510) den entsprechenden Hinweis gab. Vgl. dazu auch die Pressemitteilung des Bundesgerichtshofs Nr. 152/2010 vom 20.7.2010.

<sup>57</sup> Gemäß § 675g Abs. 2 BGB gilt die Zustimmung des Zahlungsdienstnutzers zu den AGB-Änderungen als erteilt, wenn er nicht bis zum 8.7.2012 seinem Zahlungsdienstleister seine Ablehnung angezeigt hat.

<sup>58</sup> Damit beinhaltet auch die Einzugsermächtigung seit der Änderung der AGB zum 9.7.2012 eine von vornherein mit einer Zustimmung ausgestattete und

sierten Zahlung aufgrund einer Einzugsermächtigungslastschrift innerhalb 8 Wochen die Erstattung des belasteten Lastschriftbetrages ohne Angabe von Gründen verlangen.<sup>59</sup> Damit sind nun auch Belastungsbuchungen auf Grund der neu gestalteten Einzugsermächtigungslastschrift insolvenzfest ausgestaltet worden.<sup>60</sup>



Die AGB sehen ferner vor, **dass die (wie vorstehend gewandelten) Einzugsermächtigungen als SEPA-Lastschriftmandate weitergelten.**<sup>61</sup> Mit der in den AGB vorgeschriebenen Unterrichtung gelten bestehende Einzugsermächtigungen als in SEPA-Basislastschriftmandate umgedeutet (gewandelt). Die erste SEPA-Lastschrift auf Basis der umgedeuteten Einzugsermächtigung erfolgt als Erstlastschrift (FRST) mit der entsprechenden Einreichungsfrist.

Die Unterrichtung zur Umdeutung (Wandlung) bestehender Einzugsermächtigungen kann auch mit der Vorabinformation für künftige SEPA-Lastschrifteinzüge (s.u. Abschnitt 2.5.4.2) kombiniert werden.

**Wirksam erteilt = schriftlich erteilt! Nur schriftliche Einzugsermächtigungen können in SEPA-Basislastschriftmandate umgewandelt bzw. umgedeutet (migriert) werden.**

Dies ergibt sich aus der Inkassovereinbarung für den Lastschrifteinzug im SEPA-Basislastschriftverfahren zwischen dem Zahlungspflichtigen und seinem Kreditinstitut. Dort werden z.B. in den von den Sparkassen verwendeten AGB nachfolgende Bedingungen<sup>62</sup> für eine rechtlich wirksame Umdeutung gefordert:

- Es liegt eine schriftliche Einzugsermächtigung des Zahlers vor (per Fußnote wird in den AGB nochmals darauf hingewiesen, dass telefonisch oder per Internet erteilte Einzugsermächtigungen diese Anforderungen nicht erfüllen);
- die am 9. Juli 2012 in Kraft gesetzten AGB kommen auf Zahlerseite tatsächlich zur Anwendung, m.a.W. der Zahler hat den Bedingungen nicht widersprochen.<sup>63</sup>

Zur Schriftform vgl. die Ausführungen in Abschnitt 2.5.3.3. Folgt man der von den Parlamentariern in der Beratung des SEPA-Begleitgesetzes vertretenen Auffassung, dann genügen auch per Telefax oder per E-Mail erteilte Einzugsermächtigungen der Schriftform und können in SEPA-Mandate umgedeutet werden. Der Handel geht – anders als die Kreditwirtschaft – sogar davon aus, dass auch Internet-Lastschriften SEPA-migrationsfähig sind. Die Diskussion dazu dauert allerdings noch an und dürfte an Heftigkeit, je näher der Endzeitpunkt 1. Februar 2014 heranrückt, noch zunehmen. Eindeutig ist lediglich, dass telefonisch erteilte Einzugsermächtigungen nicht SEPA-migrationsfähig sind.

### Kombimandate

Die Deutsche Kreditwirtschaft hat vor einigen Jahren ein Kombimandat abgestimmt, das sowohl

- als herkömmliche Einzugsermächtigung gilt, aber
- zusätzlich das SEPA-Mandat für das SEPA-Basislastschriftverfahren beinhaltet.

Da das Kombimandat bereits alle Informationen enthält, die für die Nutzung der SEPA-Lastschrift erforderlich sind, kann der Zahlungsempfänger durch einfache Unterrichtung des Zahlungspflichtigen vom Einzugsermächtigungsverfahren auf die SEPA-Basislastschrift wechseln. Diese Vorabinformation ist natürlich weiterhin zu gewährleisten.

mithin autorisierte Zahlung i.S.d. § 675j Abs. 1 S. 2 Alt. 1 BGB. Mit der Änderung der AGB wurde mithin ein Übergang von der Genehmigungstheorie zur Einwilligungstheorie vollzogen (vgl. dazu u.a. Omlor, NJW 2012 S. 2150 ff.)

<sup>59</sup> § 675x Abs. 2 BGB i.V.m. Nr. 2.5 der Bedingungen für Einzugsermächtigungslastschriften.

<sup>60</sup> Vgl. BGH, Urt. vom 20.7.2010, XI ZR 236/07. Das Recht des Zahlers gemäß § 675x BGB, binnen acht Wochen nach der Belastungsbuchung von seiner Bank Erstattung des Zahlungsbetrages verlangen zu können, fällt nicht in die Insolvenzmasse.

<sup>61</sup> Vgl. Ziffer 5.2 im Muster einer Inkassovereinbarung (wiedergegeben im Anhang 7.4.5 dieses Leitfadens).

<sup>62</sup> Vgl. vorige Fußnote.

<sup>63</sup> § 675g Abs. 2 BGB.

Kombimandate holt beispielsweise der Beitragsservice von ARD, ZDF und Deutschlandradio für den Einzug des Rundfunkbeitrags ab 2013 ein.<sup>64</sup>

**Aufgrund der mit der Änderung der AGB der Banken und Sparkassen im Juli 2012 eingeführten Umdeutungsmöglichkeit ist die Einholung von Kombi-Mandaten jedoch nicht mehr zwingend erforderlich.**

Der Einsatz des Kombimandats kann jedoch etwa bei Formularen und Vordrucken Sinn machen, die heute in größerer Stückzahl mit dem Ziel der Verwendung über den 1. Februar 2014 hinaus hergestellt werden. Dadurch ist gewährleistet, dass diese Medien auch nach dem 1. Februar 2014 noch genutzt werden können.

### **Umwandlung durch Art. 7 Abs. 1 der SEPA-Migrationsverordnung?**

Art. 7 Abs. 1 der SEPA-Migrationsverordnung sieht vor, dass ein vor dem 1. Februar 2014 gültiges Mandat eines Zahlungsempfängers zur Einziehung wiederkehrender Lastschriften im Rahmen eines Altzahlverfahrens nach dem 1. Februar 2014 gültig bleibt und als Zustimmung des Zahlers gegenüber seinem Zahlungsdienstleister gilt, die vom betreffenden Zahlungsempfänger eingezogenen wiederkehrenden Lastschriften gemäß der SEPA-Migrationsverordnung auszuführen, sofern keine nationalen Rechtsvorschriften oder Kundenvereinbarungen über die weitere Gültigkeit der Lastschriftmandate existieren.

Mit der Wandlung der bestehenden Einzugsermächtigungen in SEPA-Mandate durch die AGB-Änderung im Juli 2012 hat diese Ordnungsregelung aber keine größere praktische Bedeutung mehr.

Sie flankiert jedoch die AGB-Änderung und sorgt in den Fällen für Rechtssicherheit, in denen die AGB-Änderung nicht wirksam geworden sein sollte (z. B. aufgrund eines Widerspruchs des Kunden gegen die AGB-Änderung).

### **Exkurs: Weitergeltung von Mandaten im bisherigen Abbuchungsauftragsverfahren?**

Bei bisheriger Nutzung des Abbuchungsauftragsverfahrens sind aus Sicht der Kreditwirtschaft zwingend neue Mandate für das SEPA-Firmenlastschriftverfahren einzuholen.<sup>67</sup> Eine Umdeutung von Abbuchungsaufträgen in SEPA-Firmenlastschriftmandate ist danach nicht möglich:

- Abbuchungsaufträge liegen bei der Zahlstelle. SEPA-Firmenlastschriftmandate liegen hingegen beim Zahlungsempfänger; der Zahlstelle liegt lediglich eine Mandatskopie vor.
- SEPA-Firmenlastschriften sind nicht für Verbraucher in der Rolle des Zahlers zulässig.
- Die Übermittlung von Mandatsreferenz und Gläubiger-ID vom Zahlungsempfänger über den Zahlungspflichtigen an seinen Zahlungsdienstleister ist ohnehin notwendig.

Abbuchungsaufträge, die Verbraucher erteilt hatten, können nicht in SEPA-Lastschriftmandate gewandelt werden. Es müssen für diese Schuldverhältnisse ggf. neue SEPA-Lastschriftmandate für die SEPA-Basislastschrift eingeholt werden.

## **2.5.4 Ausführung der SEPA-Basislastschrift**

### **2.5.4.1 Allgemeines**

Bei der Ausführung der SEPA-Lastschrift sind die folgenden Verfahrensschritte einzuhalten:

- Der Zahlungspflichtige erteilt gegenüber dem Zahlungsempfänger das Lastschriftmandat.
- Der Zahlungsempfänger führt die Vorabankündigung durch.
- Der Zahlungsempfänger reicht den Lastschriftdatensatz unter Beachtung der Einreichungsfristen ein (Initiierung der Lastschrift).
- Das Kreditinstitut des Zahlungsempfängers legt die Lastschrift dem Kreditinstitut des Zahlungspflichtigen vor.
- Es erfolgt die Zahlungsverrechnung zwischen den Banken, die Belastung des Kontos des Zahlers<sup>68</sup> und die Gutschrift auf dem Konto des Zahlungsempfängers.<sup>69</sup>

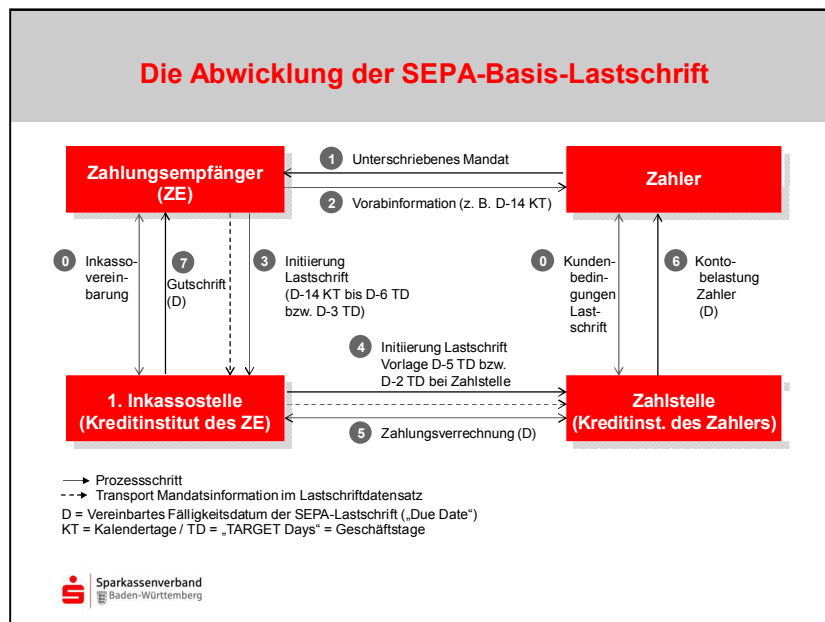
<sup>64</sup> <http://www.rundfunkbeitrag.de/glossar.shtml#kombimandat>;

[https://service.rundfunkbeitrag.de/anmelden\\_und\\_aendern/buergerinnen\\_und\\_buerger/index\\_ge.html](https://service.rundfunkbeitrag.de/anmelden_und_aendern/buergerinnen_und_buerger/index_ge.html)

<sup>67</sup> Die Auffassung der Parlamentarier erscheint großzügiger. Vgl. Beschlussempfehlung und Bericht des Finanzausschusses des Bundestags zum SEPA-Begleitgesetz (BT-Drs. 17/11395 S. 14).

<sup>68</sup> Aufwendungsersatzanspruch im Deckungsverhältnis zwischen Zahlstelle und Zahlungspflichtigen gemäß §§ 675c Abs. 1, 670 BGB, den die Zahlstelle bei Einlösung der Lastschrift in das Kontokorrentkonto einstellt.

<sup>69</sup> Im Valutaverhältnis zwischen Zahlungspflichtigem und Zahlungsempfänger (z.B. den Parteien eines Kaufvertrags oder im Verhältnis zwischen Steuerschuldner und Steuergläubiger im Rahmen eines Steuerschuldverhältnisses) bewirkt die Einlösung der SEPA-Lastschrift die Erfüllung i.S. des § 362 Abs. 1 BGB. Die Möglichkeit, die SEPA-Lastschrift rückabzuwickeln, lässt dies unberührt. Wegen des Anspruchs des Zahlers, binnen acht Wochen ab Belastungsbuchung von seiner Bank die Erstattung des Zahlungsbetrags verlangen zu können (Lastschriftbedingungen zwischen Zahler und Zahlstelle i.V.m. § 675x Abs. 1, 2, 4 BGB), steht die Erfüllungswirkung unter der auflösenden Bedingung, dass die Erfüllungswirkung entfällt, wenn der Lastschriftschuldner das Erstattungsverlangen geltend macht.



#### 2.5.4.2 Vorabankündigung (Vorabinformation, Pre-Notification)

Bei der Gestaltung der europaweit nutzbaren SEPA-Lastschriftverfahren wurde versucht, den Zahlungspflichtigen vor der Rückgabe von Lastschriftbuchungen mangels Deckung zu schützen. Hierzu wurde das Konstrukt der Vorabinformation eingeführt. Der Zahlungsempfänger muss den Zahlungspflichtigen - sofern keine anderen (kürzeren) Fristen vereinbart sind – spätestens 14 Kalendertage vor dem Fälligkeitstermin über Zeitpunkt und Höhe der SEPA-Lastschrift informieren. Konkret muss die Vorabankündigung folgende Informationen enthalten:

- Die Gläubiger-ID des Zahlungsempfängers;
- die jeweilige Mandatsreferenz;
- das Fälligkeitsdatum bzw. die Fälligkeitsdaten;
- den Einzugsbetrag bzw. die Einzugsbeträge;
- IBAN (und ggf. BIC) des Belastungskontos.

Dadurch soll der Zahlungspflichtige in die Lage versetzt werden, die notwendige Deckung auf seinem Konto zum Fälligkeitstermin sicherzustellen.

Eine vertragliche Abbedingung der Pflicht zur Vorabankündigung sieht das SEPA-Rulebook nicht vor; es kann lediglich eine kürzere Frist (z.B. in den AGB) vereinbart werden. D. h. ein korrekter SEPA-Lastschrifteinzug muss in einer Pre-Notification angekündigt werden. Allerdings ist die Bank nicht verpflichtet, zu prüfen, ob eine Pre-Notification vorliegt, da dies allein das Verhältnis zwischen dem Gläubiger und dem Zahlungspflichtigen betrifft.

Die Vorabankündigung muss nicht separat erfolgen, sondern kann auch Bestandteil eines Geschäftsdokuments sein, z. B. eines Bescheids oder einer Rechnung. Sie kann auch mehrere oder regelmäßig wiederkehrende Fälligkeitstermine beinhalten, sofern die jeweiligen Lastschriftbeträge bereits feststehen.

Die **Form der Vorabankündigung** ist nicht vorgeschrieben. Möglich ist neben der Vorabankündigung in **Schriftform**<sup>73</sup> auch die Vorabankündigung in **Textform**.<sup>74</sup>

Für die Angabe des **Fälligkeitsdatums** können auch periodische Zeitangaben genutzt werden, d.h. es muss nicht zwingend das Kalenderdatum der Abbuchung angegeben werden. Beispiel: „Der geschuldete Betrag wird in 3 Raten zu je 100 Euro jeweils zum 1. Arbeitstag eines Monats beginnend ab Februar 2013 abgebucht.“

Die Vorabankündigung muss neu erstellt werden, wenn sich z.B. bei einem Dauerschuldverhältnis infolge einer Vertragsänderung der Betrag der Folgelastschrift(en) verändert.

Die 14 Tage-Frist für die Versendung der Vorabankündigung kann z.B. durch die AGBs des Zahlungsempfängers verkürzt werden (denen der Zahlungspflichtige zugestimmt haben muss).

Der Zahlungsempfänger muss sich vor Einreichung der Lastschrift nicht (zusätzlich) vergewissern, dass seine Vorabankündigung vom Zahlungspflichtigen empfangen wurde. Es genügt der Versand.

**Zahlungspflichtiger und Kontoinhaber können auseinanderfallen**, wenn sich z.B. ein Dritter verpflichtet, die Geldschulden eines anderen zu begleichen und zu diesem Zweck ein Lastschriftmandat unterschreibt. In diesem Fall ist die Vorabankündigung an den Kontoinhaber zu senden. In Ausnahmefällen (Adresse des Kontoinhabers

<sup>73</sup> § 126 bzw. § 127 Abs. 2 BGB (telekommunikative Übermittlung).

<sup>74</sup> § 126b BGB (z.B. SMS, E-Mail, Telefax, maschinell erstellter Brief ohne Unterschrift).

nicht bekannt) ist ersatzweise der zahlungspflichtige Geschäftspartner zu informieren, mit der Bitte, diese Information an den Kontoinhaber weiterzuleiten. Hierdurch entstehende Vertragsstörungen (z. B. Rücklastschriften) und daraus resultierende Risiken fallen auf den Lastschrifteinreicher (Zahlungsempfänger) zurück.

**Wichtiger Hinweis: Eine SEPA-Lastschrift, die auf der Grundlage eines gültigen SEPA-Mandats gezogen wird, ist auch ohne die Vorabankündigung autorisiert!**

Eine SEPA-Lastschrift wird mit der Unterzeichnung des Mandats autorisiert. Daher gilt eine SEPA-Lastschrift ohne Vorabankündigung aus rechtlicher Sicht als autorisiert. Dennoch ist die Übermittlung einer Vorabankündigung als Verpflichtung aus der Inkassovereinbarung einzuhalten. Mögliche Folgen aus einer unterlassenen Vorabankündigung wie eine Rückgabe wegen fehlender Kontodeckung oder aufgrund eines Erstattungsverlangens für autorisierte Zahlungen muss der Zahlungsempfänger in Kauf nehmen. Es ist fraglich, ob in diesem Falle Mahngebühren etc. in Rechnung gestellt werden können.

#### 2.5.4.3 Einreichungsfristen

Für die Einreichung der Lastschrift gelten die zwischen Bank und Zahlungsempfänger in der Inkassovereinbarung fixierten Einreichungsfristen.

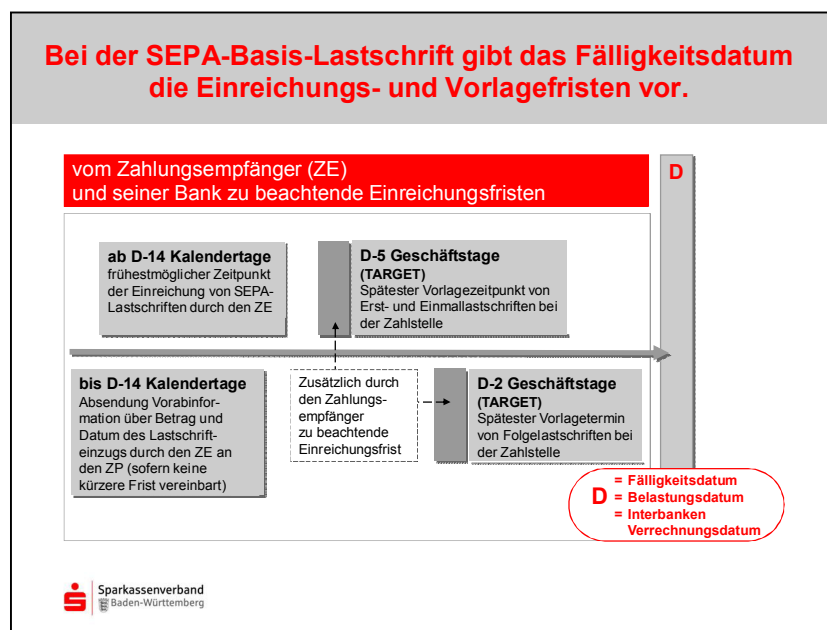
Die Fristen bemessen sich zum einen in **Kalendertagen** (Vorabinformation, früheste Einreichung von Lastschriften) bzw. in **TARGET-Tagen**. Unter TARGET-Tag ist ein Betriebstag des TARGET-Systems der Euro-Länder zu verstehen. TARGET steht hierbei für **Trans-European Automated Real-time Gross settlement Express Transfer System**, einem einheitlichen System der Zentralbanken zur Abwicklung von Geldtransfers. Das System ist an jedem Wochentag mit Ausnahme der Sonnabende und der folgenden Feiertage in Betrieb:

Neujahr, Karfreitag, Ostermontag, Tag der Arbeit (1. Mai), 1. und 2. Weihnachtsfeiertag.

Die Fristvorgaben des SEPA-Regelwerks sehen hierzu vor, dass die Lastschriftdaten nicht früher als 14 Kalendertage vor dem Fälligkeitstag (D, „Due Date“) bei der Bank des Zahlers vorliegen (D-14). Zudem muss der Datensatz im SEPA-Basislastschriftverfahren bei einer Erst- oder Einmallaschrift spätestens 5 TARGET-Geschäftstage vor dem Fälligkeitstag bei der Zahlerbank vorliegen (D-5). Für eine Folge- oder letztmalige Lastschrift gilt eine Frist von 2 TARGET-Tagen (D-2).

I.d.R. haben die Kreditinstitute mit ihren Lastschrifteinreichern eine jeweils um einen Tag längere Einreichungsfrist vereinbart, etwa eine Einreichungsfrist von D-6 für die Erst- oder Einmallaschrift und D-3 für Folgelastschriften. Die **Einreichungsfristen der Kreditinstitute** sind regelmäßig nicht an den TARGET-Geschäftstagen, sondern an den **individuell definierten (Bank-)Geschäftstagen** ausgerichtet, bei denen auch nationale sowie regionale Feiertage berücksichtigt werden.

Sollten Lastschriftdaten bei der Bank des Zahlungsempfängers so verspätet eingereicht werden, dass das Fälligkeitsdatum nicht mehr erreicht werden kann, so darf die Bank mit der Einwilligung des Zahlungsempfängers das Fälligkeitsdatum so in die Zukunft datieren, dass die notwendige Vorlagefrist zum geänderten Fälligkeitstag wieder hergestellt ist. Sofern keine Vereinbarung zur Anpassung des Fälligkeitsdatums besteht und die vorgenannten Fristen nicht eingehalten werden, erfolgt eine Rückweisung der Lastschrift.





## Kommt eine kürzere Vorlagefrist?

Die Kreditwirtschaft arbeitet derzeit an einer SEPA-Variante mit einer verkürzten Vorlagefrist als zusätzlichem Produktangebot für Zahlungsempfänger. Aktuell erfolgt die Prüfung der rechtlichen, geschäftspolitischen und technischen Rahmenbedingungen für die flächendeckende Umsetzung der „Option der verkürzten Vorlagefrist“ (technisch sogenannte „COR1“-Lastschriften) in Deutschland, sowohl für das Kunde-Bank- als auch das Interbanken-Verhältnis. Konkret würde dies bedeuten, dass die Vorlagefrist bei Lastschriftziehungen innerhalb Deutschlands einheitlich auf 1 TARGET-Tag vor Fälligkeit reduziert würde (zzgl. einer weiteren Einreichungszeit).

Eine Umsetzung mit Sicherstellung der flächendeckenden Erreichbarkeit des gesamten nationalen Marktumfeldes, d. h. aller Zahlungsdienstleister in Deutschland, könnte nach derzeitigem Diskussionsstand im 4. Quartal 2013 (11/2013) erfolgen.

Das Angebot des Standardeinzugsverfahrens der „SEPA-Basislastschrift“ (Vorlagefristen von 5 Tagen bei Erstlastschrift bzw. 2 Tagen bei Folgelastschriften) soll als „Basisangebot“ aller teilnehmenden Banken und Sparkassen bestehen bleiben. Darüber hinaus werden Lastschreifeinreicher diese Vorlagefristen weiterhin für grenzüberschreitende Lastschriften nutzen.

### 2.5.4.4 Rückgabe(fristen), Widerspruch, Rückläufer

Im Regelwerk des SEPA-Basislastschrift-Verfahrens sind Regelungen für die Erstattung von Einzugsbeträgen sowie für den Widerspruch gegenüber unberechtigten Einzügen festgelegt. Diese Fristen orientieren sich ebenfalls am Fälligkeitstag der Lastschrift.



**Gegenüberstellung der Fristen in den SEPA-Lastschriftverfahren**

	SEPA-Basislastschrift	SEPA-Firmenlastschrift	Optional: SEPA-Basislastschrift mit verkürzter Vorlagefrist**
Benachrichtigung des Zahlers spätestens* ...	14 Kalendertage vor Fälligkeit	14 Kalendertage vor Fälligkeit	14 Kalendertage vor Fälligkeit
Frühest mögliche Einreichung von Lastschriften	14 Kalendertage vor Fälligkeit	14 Kalendertage vor Fälligkeit	14 Kalendertage vor Fälligkeit
Spätest mögliche Einreichung von Erstlastschriften	6 TARGET-Tage vor Fälligkeit	2 TARGET-Tage vor Fälligkeit	2 TARGET-Tage vor Fälligkeit
Spätest mögliche Einreichung von Folgelastschriften	3 TARGET-Tage vor Fälligkeit	2 TARGET-Tage vor Fälligkeit	2 TARGET-Tage vor Fälligkeit
Erstattungsverlangen bis ...	8 Wochen nach Fälligkeit	J./.	8 Wochen nach Fälligkeit

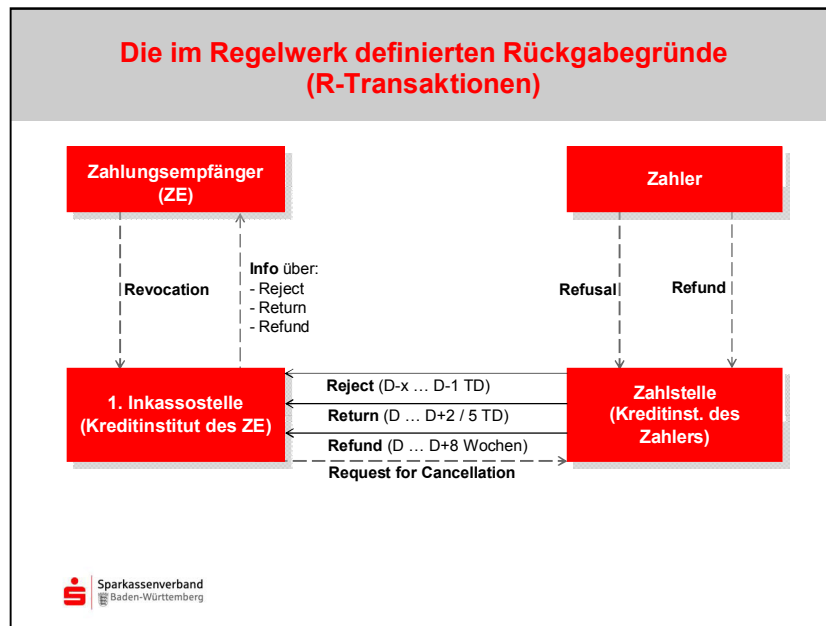
TARGET-Tag = (i.d.R.) Geschäftstage

\* sofern nichts anderes vereinbart

\*\* konkrete Nutzungsvoraussetzungen werden derzeit in der Kreditwirtschaft abgestimmt

Sparkassenverband  
Baden-Württemberg

Somit kann es aus verschiedenen Gründen zur Rückweisung des Lastschriftauftrags kommen. Die Art und Weise der technischen Abwicklung einer solchen Rückweisung wird ebenfalls durch das Regelwerk vorgeschrieben. Grundsätzlich wird dabei unterschieden, ob die Rückgabe vor Fälligkeit oder nach Fälligkeit (gleichbedeutend: vor Verrechnung oder nach Verrechnung) erfolgt. Diese Unterscheidung kann für den Zahlungsempfänger von Interesse sein, um ggf. die der Rückgabe folgenden Aktionen abzuleiten. Der Zahlungspflichtige wird sich für die Details nicht interessieren.



Auslöser von Rücklastschriften können folgende Fälle sein:

- Formale Fehler im Lastschriftdatensatz: Rückgabe des Datensatzes durch den Zahlungsdienstleister des Zahlungsempfängers oder des Zahlers (**Reject**).
- Zurückweisung einzelner Lastschriften durch den Zahler: Der Kunde erteilt seinem Zahlungsdienstleister die Weisung, einzelne Lastschriften nicht auszuführen. Wird diese Weisung (**Refusal**) vor der Verrechnung zwischen den Banken (Settlement) berücksichtigt, resultiert sie in einem **Reject**, nach Settlement in einem **Return**.
- Zurückweisung einzelner Lastschriften durch den Zahlungsdienstleister des Zahlers: Die Gründe ergeben sich aus den Lastschriftbedingungen, z.B. aufgrund fehlender Kontodeckung. Erfolgt die Zurückweisung vor Settlement, resultiert sie in einem **Reject**, nach Settlement in einem **Return**.
- Zurückweisung einer autorisierten Lastschrift aufgrund des Erstattungsanspruchs des Zahlers: Der Zahler kann im SEPA-Basislastschriftverfahren innerhalb von 8 Wochen nach Belastung ohne Angabe von Gründen die Erstattung des Belastungsbetrags verlangen. Die Rückabwicklung erfolgt als sogenannter **Refund**.

Ergänzend kann es noch bilateral zwischen Zahlungsempfänger und seinem Zahlungsdienstleister vereinbarte Verfahren geben, um einzelne Lastschriften oder ganze Einreichungen zu stornieren. Die Beauftragung eines Stornos durch den Zahlungsempfänger wird als **Revocation** bezeichnet, die Weiterleitung an die Zahlstelle **Request for Cancellation**.

Eine Besonderheit ist im SEPA-Basislastschriftverfahren hinsichtlich der Zurückweisung einzelner Lastschriften durch den Zahlungsdienstleister des Zahlers zu beachten. Das SEPA-Regelwerk sieht hier eine Frist von 5 Tagen nach Fälligkeit (D+5) vor. In den deutschen Lastschriftbedingungen ist jedoch aus Gründen der Einheitlichkeit abweichend die kürzere Frist von D+2 Tagen vereinbart.

Im Falle einer nicht autorisierten Lastschrift hat der Zahler bis zu 13 Monate nach Belastung die Möglichkeit, die Erstattung zu verlangen. Auch hierbei handelt es sich um einen sogenannten **Refund**. Die Zahlstelle wird hier nach den Maßgaben des Regelwerks eine Mandatsanforderung beim Zahlungsempfänger über die 1. Inkassostelle in die Wege leiten. Dieses Verfahren dauert längstens einen Monat. Daraus ermisst sich die Mindestfrist der Mandatsaufbewahrung durch den Zahlungsempfänger (s.o. Abschnitt 2.5.3.6).

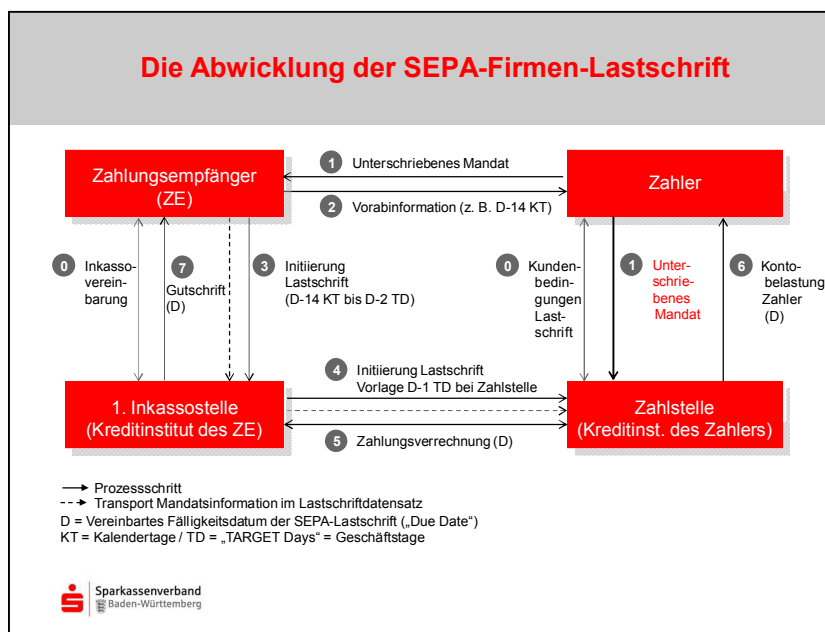
## 2.5.5 Die SEPA-Firmenlastschrift

Die SEPA-Firmenlastschrift hat – wie eingangs dargestellt – folgende Besonderheiten:

- Das Original des SEPA-Firmenlastschriftmandats ist wie bei der SEPA-Basislastschrift vom Zahlungspflichtigen dem Zahlungsempfänger zu übermitteln und muss von diesem auch (in der gesetzlich vorgegebenen Form) verwahrt werden. Der Zahlungspflichtige selbst muss aber vor der ersten Einlösung das Mandat bei seinem Kreditinstitut bestätigen und in diesem Zusammenhang seiner Bank (Zahlstelle) auch die für die spätere Einlösung notwendigen Mandatsdaten in der vereinbarten Form (z. B. durch eine eigenhändig unterschriebene Kopie / „Zweitausfertigung“ des Mandats) mitteilen.



- Durch die explizite Autorisierung der Zahlstelle verzichtet der Zahlungspflichtige auf seinen Anspruch auf Erstattung gegenüber seinem Kreditinstitut, wie ihn der Zahlungspflichtige bei der SEPA-Basislastschrift hat.<sup>75</sup> Allerdings kann der Zahlungspflichtige sein Kreditinstitut bis zum Fälligkeitstag anweisen, eine Lastschrift nicht einzulösen.<sup>76</sup>
- Auf Grund des Erstattungsverzichts sind Verbraucher als Zahlungspflichtige bei der SEPA-Firmenlastschrift nicht zugelassen.<sup>77</sup>
- Die Vorlagefrist bei der Zahlstelle beträgt einheitlich einen Tag.



**Bisherige Abbuchungsaufträge können nicht für den Einzug von SEPA-Lastschriften weitergenutzt werden.** Wenn der Zahlungsempfänger weiterhin Lastschriften ohne Erstattungsrecht des Zahlungspflichtigen einziehen will, muss der Zahlungsempfänger ein neues SEPA-Firmenlastschriftmandat vom Zahlungspflichtigen einholen und der Zahlungspflichtige die Erteilung dieses SEPA-Firmenlastschriftmandats vor dem ersten Einzug bei seinem Institut bestätigen.

## 2.6 SEPA-Kartenzahlungen, ELV

Kartenzahlungen an sich sind von der SEPA-Migrationsverordnung nicht erfasst. Insofern kann die heutige Abwicklung beibehalten werden.

Ausgenommen, d.h. verordnungsrelevant, sind jedoch sogenannte karteninitiierte Lastschriften, wie sie in Deutschland im sogenannten ELV-Zahlungsverfahren im Handel praktiziert werden. Aufgrund der großen Verbreitung dieses Zahlungsverfahrens wurde SEPA-Begleitgesetz – im Einklang mit der Verordnung – für ELV-Zahlungen eine Übergangsfrist bis zum 31. Januar 2016 festgeschrieben. In dieser Zeit können derartige Zahlungen auf Basis der etablierten Verfahren eingereicht werden.

Inwieweit ab dem 1. Februar 2016 ein Nachfolgeverfahren zur Verfügung steht, ist derzeit nicht absehbar.

## 2.7 Scheckzahlungen

Der EU-Gesetzgeber sieht in Scheckzahlungen keine zukunftsweisenden Zahlungsverfahren. Insofern sind Scheckzahlungen von der SEPA-Migrationsverordnung nicht erfasst.

Im Sinne einheitlicher Verfahren wird die Kreditwirtschaft jedoch mittelfristig zu entscheiden haben, ob auch für die Verrechnung der Scheckgegenwerte die modernen XML-basierten Verfahren eingesetzt werden sollen.

## 2.8 Weiterentwicklung von SEPA

Mit den heute verfügbaren SEPA-Verfahren Überweisung und Lastschrift können bargeldlose, kontobezogene Transaktionen im ganzen SEPA-Raum sicher abgewickelt werden. Gleichwohl wird es aufgrund der durch die SEPA-Migration forcierten Massennutzung und der damit verbundenen Auseinandersetzung mit den Verfahren sicherlich noch zu Anpassungen im Datenformat kommen. Die heutigen Anstrengungen zur Sicherstellung der Nutzung der SEPA-Zahlungsverfahren werden sicherlich nicht mit dem Stichtag 1. Februar 2014 abgeschlossen sein.

<sup>75</sup> Dieser Verzicht ist nach § 675e Abs. 4 i.V.m. § 675x Abs. 1 BGB auch zulässig. Die eingelöste Lastschrift ist unbedingt.

<sup>76</sup> § 675p Abs. 2 BGB.

<sup>77</sup> Vgl. § 675e Abs. 4 BGB.

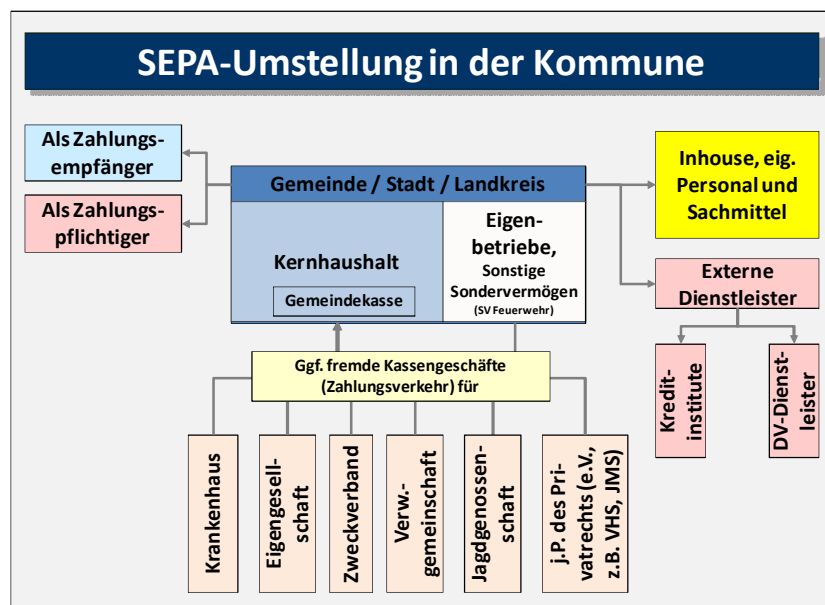
### 3 Die SEPA-Migration bei den Kommunen



#### 3.1 Auch die Kommunalverwaltungen sind von SEPA vielfältig tangiert

Je nach Komplexität des Zahlungsverkehrs in einer Kommunalverwaltung fällt auch die Intensität der SEPA-Migration unterschiedlich aus.

Zu unterscheiden ist zum einen die Betroffenheit der **Kommune** (dieser Begriff soll in den folgenden Ausführungen auch für **Städte, Kreise und Verbände** stehen) **als Zahlungspflichtige**. Hier steht bei der SEPA-Migration die Umstellung der Kontoinformationen in den Stammdaten (Kreditoren) auf IBAN (und BIC) im Vordergrund, damit SEPA-Überweisungen automatisiert erfolgen können.

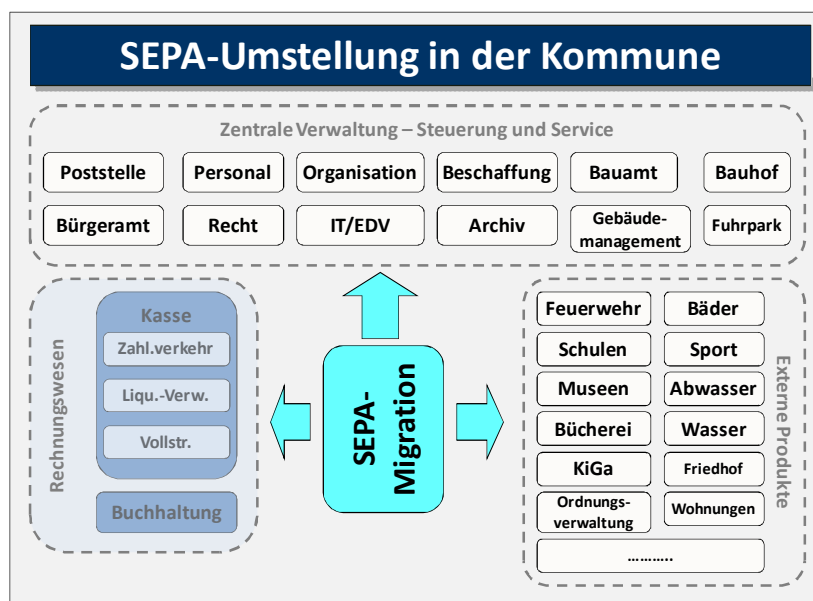


Auf der anderen Seite ist die **Kommune Zahlungsempfängerin** für Geldzahlungen auf öffentlich-rechtliche Forderungen (Steuern, Gebühren, Beiträge, Ordnungswidrigkeiten, ...) und privatrechtlich begründete Forderungen (Mieten, Pachten, Verkaufserlöse, Zinsen, privatrechtlich geregelte Benutzungsentgelte ...). Die Integration der SEPA-Lastschrift in das öffentlich-rechtliche Steuer- und Abgabenerhebungsverfahren muss auf die Besonderheiten des Besteuerungs- bzw. Abgabenverfahrens Rücksicht nehmen.

Durch die Umstellung auf die SEPA-Zahlungsinstrumente wird insbesondere die für die Zahlungsabwicklung (Überweisungen, Lastschrifteinzug) zuständige Stelle innerhalb der Kommune (d.h. die Gemeinde-, Stadt-, Kreis-

oder Verbandskasse) tangiert, da ihr nach dem Prinzip der Einheitskasse<sup>78</sup> umfassend die Aufgaben der Zahlungsabwicklung (Überweisungen, Lastschriftinzug bis hin zur Vollstreckung) obliegen.<sup>79</sup>

Neben der Gemeinde-, Stadt- oder Kreiskasse, die die Zahlungsgeschäfte des sogenannten Kernhaushalts erledigt, gibt es – je nach örtlicher Ausgestaltung – ggf. im Zahlungsverkehr getrennte **Sonderkassen**<sup>80</sup> für wirtschaftlich vom Kernhaushalt getrennte Sondervermögen, z.B. für die typischerweise als rechtlich unselbstständige Eigenbetriebe geführten kommunalen Stadtwerke mit Wasser-, Strom- und Gasversorgung oder die Eigenbetriebe der Abfallwirtschaft bei den Landkreisen. Häufig werden deren Kassengeschäfte (Zahlungsverkehr) aber entsprechend dem Gedanken des § 98 Satz 2 GemO durch die Gemeinde-, Stadt- oder Kreiskasse mit erledigt. Bei größeren Kommunen oder bei den Kreisen werden die Versorgungsbetriebe, z.T. auch die Abfallwirtschaft häufig in der Rechtsform des Privatrechts etwa als kommunale GmbH (Eigen- oder Beteiligungsgesellschaft) geführt. Da diese ihren Zahlungsverkehr selbst abwickeln, müssen sie sich auch grundsätzlich eigenständig um die SEPA-Migration kümmern. Ein koordiniertes Vorgehen mit der Gemeinde-, Stadt- oder Kreiskasse v.a. in Richtung der allgemeinen Bürgerinformation für die Änderungen im Zahlungsverkehr wäre sicher sinnvoll und ist zu empfehlen.



Neben den Gemeinden, Städten und Kreisen gibt es noch die Kassen der **Zweckverbände und Verwaltungsgemeinschaften**, die ihren Zahlungsverkehr i.d.R. eigenständig abwickeln und sich auch um die SEPA-Migration grds. eigenständig zu kümmern haben.

Verbreitet wird der Zahlungsverkehr für diese eigenständigen Rechtspersonen aber auch als sogenanntes fremdes Kassengeschäft<sup>81</sup> der Gemeinde- oder Stadtkasse eines Zweckverbandsmitglieds übertragen. Die SEPA-Migration wäre insoweit wieder eine Aufgabe der Gemeinde- oder Stadtkasse.

Weitere Beispiele für solche fremde Kassengeschäfte sind die Abwicklung des Zahlungsverkehrs für eine Jagdgenossenschaft als selbstständiger juristischer Person des öffentlichen Rechts (§ 6 Abs. 1 JagdG BW)<sup>82</sup> oder etwa die Abwicklung des aus dem Sondervermögen für die Kameradschaftspflege bei der Feuerwehr (§ 18 FwG)<sup>84</sup> resultierenden Zahlungsverkehrs und auch die Abwicklung des Zahlungsverkehrs eines gemeinnützigen oder mildtätigen Vereins, der (mit oder ohne kommunale Subvention) überwiegend Aufgaben im kommunalen Interesse (z.B. Trägerverein für die Volkshochschule) erfüllt. Auch in diesen Fällen muss sich die erledigende kommunale Kasse letztlich der SEPA-Migration annehmen.

<sup>78</sup> § 93 Abs. 1 GemO gilt sowohl für kameral als auch für doppisch buchende Gemeinden, Städte, Kreise und Verbände, da § 93 GemO durch das Gesetz zur Reform des Gemeindehaushaltsrechts vom 4.5.2009 (GBl. S. 185) nicht verändert wurde.

<sup>79</sup> § 1 GemKVO inhaltsgleich in der GemKVO Doppik vom 11.12.2009 (GBl. S. 791) und der GemKVO kameral vom 26.8.1991 (GBl. S. 598, ber. 1992 S. 111), zuletzt geändert durch Verordnung vom 23.8.2001 (GBl. S. 532).

<sup>80</sup> Vgl. § 93 GemO.

<sup>81</sup> § 2 GemKVO inhaltsgleich in GemKVO Doppik und GemKVO kameral.

<sup>82</sup> Vgl. BWGZ 1997 S. 43 (47) – Muster eines Jagdpachtvertrags mit Erläuterungen zu § 5. In den Erläuterungen zu § 3 Abs. 3 des Musters einer Dienstanweisung für die Gemeindekasse (BWGZ 2002 S. 617, 629) heißt es: „Führt die Gemeinde die Geschäfte einer Jagdgenossenschaft nach Übertragung durch Beschluss der Jagdgenossenschaft (§ 6 Abs. 5 LJagdG) bzw. als gesetzlicher Notjagdvorstand i.S. des § 9 Abs. 2 BJagdG (weil noch kein Jagdvorstand von der Jagdgenossenschaft gewählt wurde), wären die damit zusammenhängenden Einnahmen und Ausgaben als durchlaufende Gelder im Sachbuch für haushaltsfremde Vorgänge (ShV) zu verbuchen.“

<sup>84</sup> Hier ist der Feuerwehrkommandant und nicht die Gemeindekasse für die Abwicklung des Zahlungsverkehrs verantwortlich, denn die Vorschriften über die Gemeindegewirtschaft gelten für dieses Sondervermögen bewusst nicht. SEPA-Lastschriften dürften hier aber auf der Einnahmeseite kaum ein Praxisthema werden. Als rechtlich unselbstständiges Sondervermögen gilt auch für die Feuerwehrkameradschaftskasse die Gläubiger-ID der Gemeinde/Stadt.

Die SEPA-Migration in einer Kommune betrifft aber nicht nur die Kasse, sondern nahezu alle anderen Ämter bzw. Fachbereiche in der Kommunalverwaltung, die Zahlungsvorgänge vorbereiten (und sei es nur, soweit auf Bescheiden oder Verträgen die Bankverbindung der Gemeinde angegeben wird, die nun auf die IBAN umzustellen ist) bzw. soweit zahlungsrelevante Informationen aus sogenannten Vor- bzw. Fachverfahren über eine Schnittstelle in das zentrale Finanzwesen-Verfahren übertragen werden. Dies beginnt beim Personalwesen und reicht von der Ordnungsverwaltung (z.B. Baugenehmigungsgebühren) über das weite Feld der öffentlichen Einrichtungen bzw. Gebührenhaushalte (Kindergartenverwaltung, Büchereien, Volkshochschulen und Musikschulen, Museen und andere kulturelle Einrichtungen, Bäder, Friedhof, Wasser, Abwasser, ...) bis zur Verwaltung eigener Wohnungen und Liegenschaften.

Ggf. müssen die dezentralen Verwaltungsabläufe an die SEPA-Anforderungen angepasst werden (z.B. wenn Einzugsermächtigungen bisher [auch] dezentral verwaltet – eingeholt und/oder archiviert wurden und dieses nun umgestellt wird).

Auch das Zusammenspiel einer u.U. dezentralen Debitoren- oder Kreditoren-Stammdatenverwaltung (Einpfelegen der IBAN als Ersatz für Bankleitzahl und Kontonummer) mit der „führenden“ zentralen Finanzbuchhaltung, über die die Ein- und Auszahlungen konkret abgewickelt werden, könnte im Zuge der SEPA-Migration auf völlig neue Füße gestellt werden.

Die Personalabteilung wäre überdies gefragt, falls für die SEPA-Migration ggf. befristet zusätzliche personelle Ressourcen bereitzustellen wären.

Der für die Umstellung auf SEPA Verantwortliche muss zusammen mit der IT-Abteilung dafür Sorge tragen, dass die eingesetzten EDV-Verfahren SEPA-fähig sind bzw. rechtzeitig werden und dies mit den Software-Anbietern bzw. externen EDV-Dienstleistern sicherstellen.

**Vereinfacht gesagt: Überall dort, wo bisher Bankleitzahl und Kontonummer Verwendung finden und durch die IBAN zu ersetzen sind bzw. mit Einzugsermächtigungen gearbeitet wird, besteht Anpassungs- bzw. Handlungsbedarf.**

### **3.2 Welche Umstellungsarbeiten fallen durch die SEPA-Migration an?**

Die SEPA-Migration beinhaltet eine Vielzahl von Umstellungsarbeiten: Die eingesetzte Finanzbuchhaltungs-Software wie auch etwaige Fach(vor)verfahren müssen SEPA-tauglich sein bzw. gemacht werden. Die Stammdaten der Geschäftspartner sind auf IBAN (und BIC) umzustellen. Die Kommune braucht für SEPA-Lastschriften eine Gläubiger-ID. Sie muss für SEPA-Lastschriften eine Mandatsverwaltung einrichten, die Mandatsreferenz festlegen, bestehende Einzugsermächtigungen integrieren u.v.m. Auf die detaillierte Checkliste im Anhang 7.1.1 wird verwiesen.

### **3.3 Projekt „SEPA-Migration“ in der Kommune**

Da die SEPA-Migration weit über den Bereich der Kasse hinausreicht, kommt die Kommune gar nicht umhin, die SEPA-Migration in einem amts- bzw. abteilungsübergreifenden Projekt durchzuführen.

Es liegt nahe, dass der Oberbürgermeister/Bürgermeister bzw. Landrat den Kassenverwalter oder den Fachbediensteten für das Finanzwesen mit der Leitung dieses Projekts betraut. In das Projektteam sind aber auch Mitarbeiter/innen der betroffenen Ämter und Fachbereiche mit aufzunehmen.

Die Einrichtung und Besetzung einer Lenkungsgruppe sowie die Aufteilung in Teilprojekte mit entsprechenden Teilprojektverantwortlichkeiten hängt von den örtlichen Gegebenheiten ab. In kleineren Kommunen bedarf es keines ausgefeilten Projektmanagements, sondern einer einfachen Checkliste, die abzuarbeiten ist. Vgl. die Beispiele im Anhang 7.1.

Wichtig ist, im Projekt „SEPA-Migration“ auch die nicht unmittelbar von SEPA betroffenen Mitarbeiter/innen in den Ämtern bzw. Geschäftsbereichen über die Änderungen der Zahlungsinstrumentarien zu informieren, desgleichen aber auch den Gemeinderat.

Vgl. das Beispiel im Anhang 7.1.5.1.

Eine wichtige Teilaufgabe stellt die Vorabinformation der Einwohner und Bürger über die SEPA-Migration, insbesondere über die Weiterverwendung der bisherigen Einzugsermächtigungen dar. Denn für die Einwohner und Bürger wird es beruhigend sein, zu erfahren, dass sie „nichts unternehmen müssen“ bzw. sich für sie nichts ändert.

Vgl. die Beispiele im Anhang 7.2.

Für den Zeitplan des Gesamtprojekts und der Teilprojekte ist letztlich nicht der 1. Februar 2014 entscheidend, sondern der Zeitpunkt, ab dem die Gemeinde/Stadt bzw. der Landkreis

- SEPA-Überweisungen ausführen und
- SEPA-Lastschriften anwenden will.

Ggf. wird in einem ersten Schritt auf die SEPA-Überweisungen umgestellt, in einem weiteren Schritt dann auch auf die SEPA-Lastschriftverfahren.

Bei den Städten, Gemeinden und Kreisen, die in ihren Verwaltungen landeseinheitliche Finanzwesen-Verfahren und Vorverfahren anwenden, ist der Umstellungszeitpunkt entscheidend, den das Regionale Rechenzentrum in seiner Umstellungsplanung für alle oder einen Teil der umzustellenden Kommunen vorsieht. Vgl. dazu unten Abschnitt 4.

Auch die Anwender sogenannter autonomer Finanzwesen-Verfahren und Fachverfahren werden die Umstellung nicht bis Ultimo hinausschieben, sondern im Herbst 2013 bereits den Umstieg vornehmen. Vgl. dazu unten Abschnitt 5.

Dadurch verkürzt sich die Zeitdauer des Projekts jeweils erheblich.

Ggf. bietet es sich auch beim Projekt SEPA-Migration an, die eine oder andere Aufgabe gemeindeübergreifend zusammen mit benachbarten Kommunen als Projekt der interkommunalen Zusammenarbeit durchzuführen.

### 3.4 Einzelfragen der SEPA-Migration bei Kommunen

#### 3.4.1 Analyse der Zahlungsverkehrsstrukturen

Eine erfolgreiche SEPA-Migration setzt in einem ersten Schritt eine grundlegende Analyse der Zahlungsverkehrsstrukturen in der Kommune voraus:

- In welchen Geschäftsbereichen werden Zahlungsverkehrsaufträge welcher Art (Überweisungen, Lastschriften) erstellt? Wo gibt es Auslandszahlungen (Europa/andere)? Wo wird mit Kartenzahlungen und Terminals gearbeitet? Wo wurden/werden Einzugsermächtigungen eingeholt? Von wem?
- Welche Software wird dazu eingesetzt (Finanzbuchhaltung, Fach- und Vorverfahren, PC-Verfahren, Online-Banking-Software)?
- Wie werden die Aufträge erteilt (beleghaft, beleglos mit mobilen Datenträgern, beleglos online)?
- Welche Geschäftsunterlagen (Briefe, Verträge, Rechnungen, Bescheide, Überweisungsträger, Vordrucke, Dokumentvorlagen usw.) oder andere Medien (Internetauftritt, ...) enthalten Zahlungsverkehrsangaben, die zu aktualisieren sind?

#### 3.4.2 EDV-Systeme SEPA-fähig machen: Finanzwesen - Fach(vor)verfahren - PC-Verfahren

##### 3.4.2.1 Rechenzentrumslösungen

Die meisten EDV-Systeme verarbeiten in irgendeiner Weise Bankverbindungsdaten. Um diese Verfahren SEPA-fähig zu machen, sind unterschiedliche Aufwände erforderlich.

Die Verfahren können in verschiedene Klassen eingeteilt werden:

1. Das (Fach- bzw. Vor-)Verfahren speichert nur die Bankverbindungsdaten der Gemeinde, um diese auf Formularen/Bescheiden aufzudrucken. Diese Änderungen sind sicherlich am einfachsten vorzunehmen.
2. Das Fach- bzw. Vorverfahren speichert bzw. verarbeitet Bankverbindungsdaten von Debitoren/Kreditoren oder allgemein Geschäftspartnern (ggf. einschließlich Mandatsdaten) und gibt diese über eine Schnittstelle an ein Finanzverfahren zur Mandatsverwaltung und zur Abwicklung des Zahlungsverkehrs weiter. Hier ist eine Anpassung im Vorverfahren und in der Schnittstelle zum Finanzverfahren erforderlich. Ggf. wird auch eine Umspeicherung der Bankverbindungsdaten notwendig. Beispiele: KMV, Kita-Programm.
3. Das Verfahren erstellt selbst Zahlungsverkehrspakete. Hier sind die umfangreichsten Änderungen vorzunehmen. Die Aufgaben liegen in der Änderung der Datenformate, der Stammdatenumrechnung, der Umsetzung einer Mandatsverwaltung, der Schnittstellen- und Prozessanpassung sowie der Formularanpassung. Beispiele: SAP, KIRP, dvv.Personal.

Finanzwesen	
SAP Kommunalmaster Kameralistik bzw. Doppik	Wird SEPA-fähig sein
KIRP Modellkommune Kameralistik bzw. Doppik	Wird SEPA-fähig sein
Fiwes Classic	Wird nicht mehr SEPA-fähig gemacht → keine Erfassung von IBAN/BIC und Mandatsinformationen
WAUS	Für SEPA-Lastschriften erfolgt keine Anpassung in WAUS → mit SEPA sind keine Abbuchungen mehr aus WAUS möglich Hilfskonstrukt für Pflege IBAN/BIC wird zur Verfügung gestellt.

Kommunalmaster Veranlagung (KM-V)	Die Erfassung der Bankdaten erfolgt wahlweise über den KM-V oder in SAP (je nach Organisation)
<b>Fachverfahren</b>	
OWI 21	Wird SEPA-fähig sein.
PATRAS	Wird SEPA-fähig sein.

### Vorverfahren autonomer Anbieter mit Schnittstelle zum Finanzwesen-Verfahren mit SAP bzw. KIRP

Liefert das Vorverfahren per Schnittstelle Bankverbindungen an SAP, müssen die Vorverfahren für SEPA entsprechend angepasst werden. Dies muss rechtzeitig erfolgen. Die Kommunen wurden/werden entsprechend durch ihr Regionales Rechenzentrum informiert. Entsprechendes gilt auch für Vorverfahren mit Anbindung an KIRP.

#### 3.4.2.2 Autonome Finanzwesen-Programme und Fachverfahren

Auch die doppischen bzw. kameralen Finanzwesen-Verfahren von INFOMA, DATA-PLAN, CIP, mps usw. werden SEPA-fähig sein. Erfolgt die SEPA-Mandatsverwaltung in einem Vorverfahren, ist eine Datenübergabe zu den autonomen Finanzbuchhaltungs-Programmen etwas komplexer, da vom Vorverfahren auch Angaben vom SEPA-Mandat gespeichert und an das jeweilige Buchhaltungsprogramm übergeben werden müssen. Es gilt nichts anderes als bei der Anbindung von Vorverfahren an die von den Rechenzentren angebotenen Finanzwesen-Programme.

Dies hätte zur Folge, dass sämtliche Anbieter von Vorverfahren, in denen eine SEPA-Mandatsverwaltung möglich sein wird, auch Schnittstellen für alle autonomen Finanzbuchhaltungs-Programme programmieren und anbieten müssten. Hierfür müsste in die zentrale Importschnittstelle des Finanzverfahrens aus dem Vorverfahren folgendes übergeben werden:

- **Gläubiger-ID**
- **Steuerungsmerkmal (Neuanlage, Änderung, Deaktivierung, ...)**
- **Mandatsreferenz**
- **Kennzeichnung Einmallschrift**

Unabhängig davon, ob dies überhaupt von den jeweiligen Softwareanbietern realisiert, d. h. überhaupt programmiert wird, würde dies bedeuten, dass sich die Kasse ausschließlich auf die übergebenen Daten des Vorverfahrens stützen könnte.

So empfehlen die Anbieter autonomer Finanzbuchhaltungsprogramme, die Verwaltung der SEPA-Lastschriftmandate zentral im jeweiligen Finanzbuchhaltungsprogramm vorzunehmen. Die Mandatsverwaltung im Vorverfahren soll vermieden oder nur bei einer absolut notwendigen Ausnahme zugelassen werden.

Die nachfolgende Tabelle enthält eine kleine (nicht abschließende) Übersicht eingesetzter EDV-Verfahren, die mit Schnittstellen arbeiten können und somit Stammdaten, Bankverbindungen u.a. enthalten, mit denen auch teilweise Lastschriften gezogen werden können.

Derzeit verfügen die Programme über keine SEPA-Mandatsverwaltung.

Lfd. Nr.	Verfahren	Inhalt
1	More! Rubin Ratsinformationssystem	u.a. Verwaltung Sitzungsgelder GR
2	Vibus	Kulturamt Kartenverkauf
3	MPS-NF	Buchhaltung Gemeinde/Stadt
4	Financial Service	Buchhaltung Mandanten (kaufmännische Buchhaltung)
5	SFIRM	Banking und Finanzmanagement
6	Spendenverwaltungsprogramm	Finanzwesen
7	WiNOWiG	Ordnungswidrigkeiten, Bußgelder
8	Lewis-DIGANT	
9	Lewis-Ewes	Einwohnerwesen (Auskunftsgebühren)
10	Inpro	Fakturierungsprogramm Gebührenbescheide Baurecht
11	LOGA / Dakota	Personalabrechnung
12	Fokus 2000	Forstamt Buchhaltung
13	Winfried	Fakturierungsprogramm Friedhofswesen
14	Autista	Standesamt (Gebühren)
15	ARES	Bauhof (Fakturierung)
18	Easy-Kid	Kindergarten / Hortgebührenverwaltung
20	PROSOZ	Jugendhilfe / Unterhaltsvorschuss



Lfd. Nr.	Verfahren	Inhalt
21	VHS-Basys	Volkshochschule – Kursverwaltung, Dozentenhonore
22	Bibliothek	Stadtbibliothek
23	Geve4	Gewerbeabteilung
24	TOP-Cash	Abwicklung Barkasse
25	HC-Markt	Marktverwaltung
26	AVVISO	Vollstreckungsprogramm

### 3.4.3 Aktualisierung der Geschäftsunterlagen, Geschäftsbeziehungen zu den Banken

#### 3.4.3.1 Gläubiger-Identifikationsnummer beantragen

Die Gläubiger-ID dient der Identifikation eines Lastschrifteinreichers unabhängig von seiner Bankverbindung (s.o. Abschnitt 2.5.2).

Für die Zuweisung der Gläubiger-ID gilt folgender Grundsatz: Jede selbstständige Rechtspersönlichkeit des öffentlichen oder privaten Rechts erhält eine separate Gläubiger-ID, und zwar unabhängig davon, ob sie über ein oder mehrere Girokonten verfügt. Eigenbetriebe als zwar wirtschaftlich verselbstständigte, aber rechtlich unselbstständige Sondervermögen der Gemeinde/Stadt bzw. des Landkreises verwenden somit die Gläubiger-ID der Gemeinde/Stadt bzw. des Landkreises. Es wäre möglich, in der Geschäftsbereichskennung, dem Business Area Code (ZZZ), hier Unterscheidungsmerkmale einzubauen, um z.B. zwischen dem Kernhaushalt, dem Eigenbetrieb Abwasser, einem Eigenbetrieb Wasser usw. unterscheiden zu können. Da dies den Zahlungsverkehr in der Gemeinde-, Stadt- oder Kreiskasse aber erschweren könnte, wird empfohlen, auf diese Unterscheidung zu verzichten. Auch das Sondervermögen der Kameradschaftskasse der Feuerwehr verwendet somit, falls ein SEPA-Lastschrift-Einzug hier überhaupt praktisch relevant werden sollte, die Gläubiger-ID der Gemeinde/Stadt. Erledigt die Kasse der Kommune auch Zahlungsverkehr für Dritte, so muss für jede rechtlich selbstständige Person (z.B. einen Zweckverband, eine Stiftung, einen Verein, eine Jagdgenossenschaft usw.) eine eigene Gläubiger-ID beantragt und verwendet werden. Dies gilt beispielsweise, wenn die Gemeinde eine Jagdgenossenschaft verwaltet und in diesem Zusammenhang Jagdpachtverträge für die Jagdgenossenschaft abgeschlossen und zum Lastschrifteinzug SEPA-Mandate von den Jagdpächtern erteilt werden. Zieht eine Stadtwerke-GmbH mit den Wasserversorgungs-Entgelten auch die dem Kernhaushalt oder einem Eigenbetrieb der Kommune zustehenden Abwassergebühren mit ein, nimmt die Stadtwerke-GmbH die Abwassergebühr auf ihrem Girokonto entgegen, um sie an die Kommune als Abgabeberechtigte abzuführen.<sup>86</sup> Hier findet die Gläubiger-ID der Stadtwerke-GmbH Anwendung.

#### 3.4.3.2 Vereinbarungen mit Banken aktualisieren

Mit den örtlichen Banken ist eine neue Vereinbarung über den Einzug von Forderungen durch SEPA-Basislastschriften bzw. SEPA-Firmenlastschriften (Inkassovereinbarung) abzuschließen. Hierfür wird das Bestätigungsschreiben der Deutschen Bundesbank mit der erteilten Gläubiger-ID benötigt. Das Schreiben muss bei der Bank zusammen mit der Vereinbarung archiviert werden. Erst nach Abschluss der Vereinbarung können SEPA-Lastschriften eingereicht werden.

#### 3.4.3.3 Geschäftsunterlagen aktualisieren

Jeder Steuer- und Abgabenbescheid enthält neben der Festsetzung der Steuer bzw. Abgabe ein Leistungsgebot, mit dem der Steuer- bzw. Abgabepflichtige aufgefordert wird, einen dem Grunde und der Höhe nach genau bezeichneten Geldbetrag bis zu einem bestimmten Zeitpunkt bei bestimmt bezeichneten Stellen in näher bezeichneter Weise (Barzahlung, Scheck, Überweisung) zu leisten.<sup>87</sup> Insoweit erfordert die Umstellung auf SEPA zwingend eine Anpassung der Zahlungsverkehrsangaben auf den Steuer- und Abgabenbescheiden. IBAN (und BIC) treten an die Stelle der Kontonummer und der Bankleitzahl der jeweiligen Hausbank(en). Für die Übergangszeit bis zum 1. Februar 2016 wird empfohlen, neben IBAN und BIC auch noch Kontonummer und Bankleitzahl mit anzugeben, da Verbraucher in dieser Übergangszeit noch Kontonummer und Bankleitzahl verwenden dürfen (s.o. Abschnitt 2.4).

Auch in ihren anderen Aufgabenbereichen sollten<sup>88</sup> die Kommunen ihre neue eigene Kundenkennung (IBAN und BIC) auf Geschäftsbriefen, Rechnungen, Verträgen, Bescheiden und auf allen Formularen sowie Dokumentvorlagen mit Zahlungsverkehrsangaben stets angeben, um den Geschäftspartnern (Vertragspartner, Rechnungsempfänger, Bescheidadressaten usw.) den Zahlungsverkehr zu erleichtern. Auch die Gläubiger-ID kann mit angegeben

<sup>86</sup> Örtliche Satzungsregelung auf der Grundlage des § 2 Abs. 3 KAG.

<sup>87</sup> Vgl. zum Inhalt des Leistungsgebots BFH, Beschl. vom 29.9.1976, I B 113/75 (BStBl. II 1977 S. 83).

<sup>88</sup> „Soll ist ein Muss, wenn man kann!“

werden; sie muss mit angegeben werden, wenn das Schriftstück die Information zur Wandlung bestehender Einzugsermächtigungen in SEPA-Basislastschriftmandate oder die konkrete Vorabankündigung vor dem (ersten) SEPA-Lastschrifteinzug enthält (s.o. Abschnitte 2.5.3.9 und 2.5.4.2).

Ebenso sind die Zahlungsverkehrsangaben auf der Internetseite der Kommune zu aktualisieren. Auch hier sollte in der Übergangszeit bis zum 1. Februar 2016 noch Kontonummer und Bankleitzahl angegeben werden.

Sofern die Kommune eigene Zahlscheine und vorausgefüllte Überweisungsträger verwendet, muss auch hier eine Anpassung an SEPA vorgenommen werden. Zahlscheine, die von den Regionalen Rechenzentren hergestellt werden, werden automatisch angepasst.

#### **3.4.3.4 Öffentlichkeitsarbeit**

In der nächsten Zeit werden die Einwohner, Bürger und Unternehmer von den Banken, Versicherungen und sonstigen Wirtschaftsteilnehmern über die Umstellung auf die SEPA-Zahlungsinstrumente umfangreiche Informationen erhalten.

Dem müssen sich auch die Kommunen anschließen und die Einwohner, Bürger und Unternehmer v.a. darüber informieren, was sich in den Zahlungspflichten gegenüber der Gemeinde/Stadt oder dem Kreis durch SEPA ändern wird.

Dies kann durch einen Bericht im Mitteilungsblatt der Gemeinde/Stadt und/oder einen Textbeitrag auf der Internetseite der Gemeinde/Stadt oder des Landkreises geschehen.

Vgl. die Beispiele im Anhang 7.2.

Ggf. können auch den versandten Bescheiden und Rechnungen entsprechende Informationsblätter beigegeben werden – als Ergänzung zur ohnehin durchzuführenden Vorabankündigung des ersten SEPA-Lastschrifteinzugs bzw. zur allgemeinen Information über die Wandlung der bestehenden Einzugsermächtigungen.

Es empfiehlt sich, Kontakt mit den örtlichen Banken aufzunehmen und eine Information der Bürgerschaft zeitgleich oder in Zeitnähe zu den Informationen der Banken vorzunehmen. Die Informationsflyer und Broschüren der Banken geben gute Anregungen für die Gestaltung und Formulierung eigener Informationsblätter.

Da die Kreditinstitute in den nächsten Monaten flächendeckend eine Vielzahl von Informationsveranstaltungen für ihre Kunden zur SEPA-Umstellung durchführen, könnten die Gemeinden/Städte und Kreise dies nutzen, hierbei mitzuwirken und gerade am Beispiel der Umstellung des Zahlungsverkehrs zu den Kommunen bzw. von den Kommunen ihren Einwohnern und Bürgern praktische Beispiele zu geben.

Wichtig ist dabei, Folgendes zu vermitteln:

**Für die Einwohner und Bürger / Steuer- und Abgabenzahler ändert sich nichts oder nur sehr wenig! Wenn Einzugsermächtigungen als SEPA-Mandate übergeleitet werden und weitergelten, brauchen die Einwohner und Bürger als Zahler nichts zu unternehmen! Lediglich neue Einzugsermächtigungen müssen SEPA-Mandate sein, und bei SEPA-Überweisungen an die Kommune muss künftig die IBAN (bis zum 1. Februar 2014 auch der BIC) verwendet werden.**

#### **3.4.4 Umstellung der bestehenden Kunden- und Geschäftspartner-Daten auf SEPA**

##### **3.4.4.1 Stammdaten überprüfen, bereinigen und überarbeiten**

Vor der eigentlichen Umspeicherung der Bankverbindungen ist es sinnvoll, die bereits vorhandenen Stammdaten zu bereinigen. Hierfür existieren je nach eingesetzter Software unterschiedliche Unterstützungsmöglichkeiten.

- Nicht mehr verwendete Debitoren/Kreditoren/Geschäftspartner/Buchungszeichen und die hiermit verbundenen Bankverbindungen sollten gelöscht, archiviert oder mit einer Löschvormerkung versehen werden. Die Rechenzentren werden entsprechende Auswertungen vorbereiten und ihren Kunden zur Verfügung stellen. Anhand dieser Listen können dann die Bereinigungen vorgenommen werden. Damit kann z.B. sichergestellt werden, dass SEPA-Wandlungsschreiben nur an Debitoren/Buchungszeichen gerichtet werden, die auch aktuell für den Lastschrifteinzug verwendet werden. Der Nachbearbeitungsaufwand nach Versand der Wandlungsschreiben durch Rückläufer (nicht mehr existente Adressen u.ä.) und Rückfragen lässt sich damit begrenzen. Fallpreise, die das Rechenzentrum für die SEPA-Migration berechnen würde, lassen sich insoweit vermeiden.
- Auch der bei der Kommune vorhandene Bestand der Einzugsermächtigungen sollte einer kritischen Durchsicht unterzogen werden. Nicht mehr benötigte Einzugsermächtigungen sollten bereits zum SEPA-Start ausgesondert sein.
- Der Bestand an (deutschen) Bankverbindungen kann vorab gegen das jeweils aktuelle BLZ-Verzeichnis der Bundesbank abgeglichen werden. Hierbei sind verschiedene Fälle möglich:
  - Die gespeicherte BLZ der Bankverbindung existiert nicht bzw. nicht mehr in der Bundesbankdatei. Die Bankverbindung kann nicht am Zahlungsverkehr teilnehmen; die korrekte Bankverbindung ist beim Zahlungspflichtigem/Zahlungsempfänger zu erfragen.



- Die gespeicherte BLZ der Bankverbindung wird im aktuellen Quartal aus der Bundesbankdatei gelöscht (Feld 11: Änderungskennzeichen = „D“). Die Bankverbindung kann nicht mehr am Zahlungsverkehr teilnehmen; die korrekte Bankverbindung ist beim Zahlungspflichtigem/Zahlungsempfänger zu erfragen.
- Die gespeicherte BLZ der Bankverbindung ist zur Löschung aus der Bundesbankdatei vorgemerkt (Feld 12: Hinweis auf eine beabsichtigte Bankleitzahllöschung = „1“). Dabei ist zu unterscheiden, ob die jeweilige Bank eine Nachfolge-BLZ (Feld 13) veröffentlicht hat oder nicht. Wurde eine Nachfolge-BLZ veröffentlicht, kann die „alte“ BLZ in den Kontostammdaten unter Beibehaltung der Kontonummer durch die Nachfolge-BLZ ersetzt werden. Wurde keine Nachfolge-BLZ veröffentlicht, ist die neue Bankverbindung direkt beim Zahlungspflichtigem/Zahlungsempfänger oder der jeweiligen Bank zu erfragen.

#### 3.4.4.2 Umstellung der Bankverbindungen auf SEPA

Die in den Systemen gespeicherten Bankverbindungsdaten müssen um die Informationen IBAN und ggf. BIC angereichert werden (s.o. Abschnitt 2.2.4). Dies gilt zum einen für die Hausbankdaten der Kommune selbst, zum anderen für die Stammdaten der Debitoren und Kreditoren (allgemein: Geschäftspartner) in der Finanzbuchhaltung, aber auch in Fachverfahren wie z.B. dem Personalwesen bzw. der Lohn-, Gehalts- und Bezügeabrechnung.

Auch wenn die Zahlungsdienstleister den BIC für nationale Zahlungen ab dem 1. Februar 2014 nicht mehr fordern (IBAN-only), sollte der BIC in die Stammdaten mit eingepflegt werden. Vor dem genannten Stichtag wird bei einer vorzeitigen SEPA-Umstellung der BIC ohnehin benötigt.

Aufgrund der in Deutschland vorhandenen Ausnahmen vom Standardumrechnungsalgorithmus sollte entweder der autorisierte Bankdienst „IBAN-Service-Portal“ oder der „SEPA Account Converter“ der Sparkassen verwendet werden.

Es besteht das Angebot, die Umschlüsselung aller Bankverbindungen aus allen relevanten Stammdaten durch die Kommunalen Rechenzentren durchführen zu lassen.

Die autonomen Finanzbuchhaltungsprogramme DATA-Plan, INFOMA und MPS-NF enthalten im Standardprogramm einen IBAN-Konverter. Von den Firmen wird aber empfohlen, die Daten von der Hausbank prüfen zu lassen. Ein Export bzw. Import der konvertierten Daten ist möglich.

#### 3.4.5 Kommune als Zahlungspflichtige

Nur die Gemeinde-, Stadt- bzw. Kreiskasse, nicht aber ein anderes Fachamt oder Fachbereich bzw. deren Mitarbeiter, darf unter bestimmten Voraussetzungen einen Empfangsberechtigten ermächtigen, Forderungen bestimmter Art vom Konto der Kommune abbuchen zu lassen (Auszahlungen im Lastschriftverfahren).<sup>90</sup>

Es ist eine Selbstverständlichkeit, dass Einzugsermächtigungen (SEPA-Mandate), die die Kasse erteilt, auf die notwendigen Fälle beschränkt werden, z.B. für Zins- und Tilgungsleistungen, Versicherungen und ähnliche wiederkehrende Zahlungen.

Da die Kasse einer Abbuchung widersprechen können muss,<sup>91</sup> bedeutet dies – übertragen auf die SEPA-Lastschrift –, dass die Kasse nur SEPA-Basislastschriftmandate erteilen darf, weil nur hier der Erstattungsanspruch innerhalb der Frist von 8 Wochen ab Kontobelastung geltend gemacht werden kann.<sup>92</sup>

Für bereits seitens der Kommune erteilte Einzugsermächtigungen besteht wegen der Umstellung auf SEPA kein unmittelbarer Handlungsbedarf! Allerdings muss sichergestellt werden und muss die Kasse darauf achten, dass die Wandlungsschreiben, die die Gläubiger zur SEPA-Migration an die Kommune versenden, direkt der Kasse zugeleitet bzw. von den Fachämtern/Fachbereichen an die Kasse weitergeleitet werden. Auch Vorabankündigungen, die die Fachämter/Fachbereiche eingebettet in Geschäftsbriefe oder andere Dokumente erhalten, sind der Kasse weiterzuleiten.

#### 3.4.6 Kommune als Zahlungsempfängerin

Hierzu wird auf die Abschnitte 3.4.3.3 und 3.4.3.4 verwiesen. Auch wenn Steuer- oder Abgabepflichtige oder andere Debitoren in der Übergangszeit bis zum 1. Februar 2016 für Überweisungen an die Kommune die Kontonummer und die Bankleitzahl verwenden können, ist dies nicht weiter von Belang. Die Banken sorgen als Dienstleister dafür, dass die Überweisungen als SEPA-Überweisungen bei der Kommune eingehen.

<sup>90</sup> § 16 Abs. 2 GemKVO, identisch in der GemKVO Kameralistik und der GemKVO Doppik.

<sup>91</sup> § 16 Abs. 2 Satz 2 Nr. 3 GemKVO kameral bzw. Doppik geht noch vom alten Inhalt der Einzugsermächtigung aus.

<sup>92</sup> Nur dann, wenn der Empfangsberechtigte eine juristische Person des öffentlichen Rechts ist, käme für die Gemeinde als Zahlungspflichtige eine SEPA-Firmenlastschrift in Betracht, weil hier von der Voraussetzung nach Satz 2 Nr. 3 abgesehen werden kann (§ 16 Abs. 2 Satz 3 GemKVO kameral bzw. Doppik).

### 3.4.7 SEPA-Lastschriften

#### 3.4.7.1 Mandatsverwaltung

##### 3.4.7.1.1 Allgemeines

Der Einzug von SEPA-Lastschriften setzt stets eine Autorisierung durch ein sogenanntes SEPA-Lastschriftmandat voraus. In Konsequenz ergibt sich die Pflicht zu einer sachgerechten Mandatsverwaltung. Diese ist regelmäßig Bestandteil von aktuell zur Abwicklung des Haushalts-, Kassen- und Rechnungswesens eingesetzten EDV-Programmen. Nachdem der Zahlungsverkehr als obligatorische Kassenaufgabe bestimmt ist,<sup>94</sup> liegt, nicht zuletzt auch im Interesse einer gebündelten Erledigung der Kassengeschäfte<sup>95</sup>, **grundsätzlich eine zentrale Mandatsverwaltung in der Zuständigkeit der Kasse** nahe. Sollte aus organisatorischen Gründen hiervon ganz oder teilweise abgewichen werden, weil z.B. Bankdaten in einem Vor- bzw. Veranlagungsverfahren durch ein Fachamt eingepflegt werden (s.o. Abschnitt 3.4.2), ist Näheres dazu durch eine Dienstanweisung des Bürgermeisters zu regeln. Das Fachamt ist in diesem Fall dafür verantwortlich, dass nur gültige Lastschriftmandate in das Vorverfahren/Veranlagungsverfahren eingepflegt werden. Da der kassenmäßige Vollzug unabhängig von den Vorarbeiten im Fachamt weiterhin durch die Kasse vorgenommen wird, haben die Fachämter sicherzustellen, dass alle Mandate zeitnah an die Kasse weitergegeben werden. Um den Aufbau von Doppelstrukturen zu vermeiden, empfiehlt sich aber zumeist eine zentrale elektronische Mandatsverwaltung durch die Kasse mit (lesender) Zugriffsmöglichkeit durch die Fachämter. Anknüpfend daran sollten auch stets alle Originale der Mandate ausschließlich durch die Kasse aufbewahrt werden.

#### **Zentrale Mandatsverwaltung durch die Kasse**

Soweit die Mandatsverwaltung nicht mit EDV-Verfahren abgewickelt wird, auf die in der Verwaltung flächendeckend zugegriffen werden kann, setzt die zentrale Verwaltung der Mandate voraus, dass betroffene Fachämter hierüber in geeigneter Weise Nachricht erhalten (wichtig z.B. für die korrekte Erstellung von Bescheiden und Rechnungen).

#### **Dezentrale Mandatsverwaltung durch das Fachamt**

Zumeist werden erfasste Bankverbindungen wie auch Adressänderungen von den aktuell eingesetzten Fach- bzw. Veranlagungsverfahren über eine Schnittstelle direkt an das zentrale Buchführungsverfahren durchgereicht. Sollte dies nicht der Fall sein, ist sicherzustellen, dass die von den Fachämtern erfassten Mandate bzw. die Informationen darüber an die Kasse weitergeleitet werden. Abgesehen davon wäre weiter von Vorteil, wenn die dezentrale Mandatsverwaltung um eine zentrale elektronische Archivierung der Mandate ergänzt wird.

#### **Besonderheiten bei bestimmten Verfahren**

Der von Fachverfahren erzeugte Bescheid muss alle für die SEPA-Lastschrift erforderlichen Informationen (Gläubiger-ID, Mandatsreferenz u.a.) enthalten, damit eine separate Vorabankündigung nicht erforderlich ist. Aus diesem Grund kann es durchaus sinnvoll sein, die Erfassung und Pflege der SEPA-Mandate organisatorisch und technisch dem Fachamt zuzuordnen. Hierbei gibt es im Wesentlichen zwei Konstellationen:

##### ▪ **Veranlagungsverfahren/Verbrauchsabrechnung (z.B. KM-V)**

In der Regel können die erforderlichen Informationen für das SEPA-Mandat bei diesen Verfahren im Veranlagungs- oder im Finanzverfahren erfasst und gepflegt werden. Gespeichert werden die Daten jedoch nur im Finanzverfahren (einmalige Datenspeicherung). Für die Bescheiderstellung werden die Daten aus dem Finanzverfahren gezogen. Somit bedarf es – wie bisher schon – lediglich der organisatorischen Entscheidung der Kommune, ob die Mandatspflege dezentral durch das Steuer-/Fachamt oder zentral durch die Kasse erfolgt. Für die dezentrale Pflege spricht beispielsweise die umfassende Erfassung aller Daten zu einem Steuerfall im Vorverfahren verbunden mit der Möglichkeit einer sofortigen Bescheiderstellung, z.B. Anmeldung eines Hundes vor Ort mit sofortiger Erzeugung des Bescheides, der alle SEPA-Informationen enthält.

##### ▪ **Fach-/Fremdverfahren (z.B. Abfallgebühren-, VHS-, Musikschul-, Kindergartenprogramm)**

Die für die Bescheiderstellung eingesetzten Fachverfahren müssen über alle notwendigen Informationen verfügen. Diese können jedoch im Regelfall nicht auf die Information im Finanzverfahren zurückgreifen, da die Schnittstelle nur in eine Richtung arbeitet, und müssen daher die Mandatsinformationen (insbesondere die Mandatsreferenz) selbst erzeugen und speichern (doppelte Datenspeicherung). Aus dieser redundanten Speicherung ergeben sich drei Lösungsansätze:

- Die Mandatsinformationen sind manuell im Finanzverfahren nachzupflegen.
- Die Mandatsinformationen werden im Fachverfahren erfasst und werden über die Schnittstelle an das Finanzverfahren übergeben. Bei dieser Vorgehensweise empfiehlt sich zwingend die Verwendung des Buchungszeichens als Mandatsreferenz. Die Erweiterungen der Schnittstellen sind beim jeweiligen Softwarehersteller rechtzeitig zu beauftragen.

<sup>94</sup> § 1 Abs. 1 GemKVO, identisch in der GemKVO Kameralistik und der GemKVO Doppik.

<sup>95</sup> § 93 GemO.

- Die Mandatsinformationen werden im Finanzverfahren erfasst und an das Fachverfahren zurückgegeben. Entsprechende Schnittstellen hierfür müssten aber erst entwickelt werden.

#### 3.4.7.1.2 Mandatsreferenz

Zur Verwendung als Mandatsreferenz wird grundsätzlich das Buchungszeichen (Vertragsgegenstand) empfohlen. Dieses Vorgehen wird von den meisten HKR-Verfahren unterstützt.

In Verbindung mit der Gläubiger-ID ergibt sich somit eine eindeutige Kennung, welche es dem Schuldner ermöglicht, entsprechende Abbuchungen zu erlauben bzw. zu unterbinden.

#### 3.4.7.1.3 Verfahren der Mandatserteilung

[Wird noch ausformuliert. Stichworte: Mandat wird mittels eines von der Internetseite der Gemeinde heruntergeladenen Formulars „blanko“ erteilt und die Mandatsreferenz nachgeliefert; Abbucherwerbung; ...]

#### 3.4.7.1.4 Umgang mit dem verschiedenen Status der Mandate in SAP

Mandate können am Beispiel der Finanzbuchhaltung in SAP mit einem Status versehen werden, der in den Prozess innerhalb der Verwaltung einzubinden ist. Nur Mandate im Status „Aktiv“ können im Zahlungsprogramm verwendet werden. Um ein Mandat lediglich vorzuerfassen, kann der Status „Erfasst“ vergeben werden. Ein Mandat im Status „Zu bestätigen“ anzulegen ist sinnvoll, wenn in der Finanzbuchhaltung für die Geschäftspartner mit vorliegender Einzugsermächtigung SEPA Mandate angelegt, gedruckt oder versendet werden, die allerdings erst verwendet werden sollen, sobald sie mit Unterschrift versehen zurückgesendet werden. Um ein Mandat (befristet oder unbefristet) zu sperren, kann der Status „Gesperrt“ vergeben werden. Um ein versehentlich angelegtes Mandat zu stornieren, ist der Status „Storniert“ auszuwählen. Ein storniertes Mandat kann jederzeit wieder aktiviert werden. Wenn ein Mandat länger als 36 Monate nicht mehr verwendet wurde, darf es nicht mehr benutzt werden. Hierzu erhält es den Status „Veraltet“. Veraltete Mandate können anschließend nicht mehr aktiviert werden. Weiß der Sachbearbeiter beim Eintragen einer Mandatsverwendung bereits, dass diese Verwendung die letzte vorgesehene Verwendung des Mandats war (z.B. Lastschriftinzug eines Darlehens), kann der Status „Abgeschlossen“ gesetzt werden. Abgeschlossene Mandate können nicht weiter verwendet werden. Bei der Verwendung eines Einmal-Mandats durch einen Zahllauf wird ebenfalls empfohlen, den Status „Abgeschlossen“ zu setzen, da das Mandat anschließend nicht erneut verwendet werden kann.

The screenshot shows a SAP dialog box for selecting a status for a mandate. The dialog has tabs for 'Grunddaten', 'Sender', and 'Empfänger'. The 'Status und Gültigkeit' section is active, showing a list of status options: 0 Erfasst, 1 Aktiv, 2 Zu bestätigen, 3 Gesperrt, 4 Storniert, 5 Veraltet, and 6 Abgeschlossen. The 'Gültig von' and 'Gültig bis' fields are empty. The 'Transaktionstyp' field is empty. The 'Verwaltungsdaten' section is also visible, with fields for 'Ort der Unterschrift' and 'Datum Unterschrift'. A checkbox for 'B2B-Mandat' is present on the right.

#### 3.4.7.1.5 Aufbewahrung von Mandaten (Zeitdauer und Art)

Nach den in den Lastschriftvereinbarungen bzw. AGB der Banken übernommenen Festlegungen der SEPA-Regelwerke ergeben sich Aufbewahrungsfristen für SEPA-Mandate von 14 bzw. 36 Monaten (siehe dazu Abschnitt 2.5.3.6). Während dieser Zeit ist der Zahlungsempfänger verpflichtet, das Mandat einschließlich aller möglichen Mandatsänderungen aufzubewahren. Aufzubewahren ist das papierhafte Mandat, wobei eine zusätzliche Archivierung auf Bild- oder Datenträgern (optische bzw. digitale Archivierung) empfehlenswert ist. Telekommunikativ übermittelte Mandate<sup>96</sup> (siehe Abschnitt 2.3.5) sollten aus Beweisgründen stets digital archiviert werden.

Die für Kommunen im Gemeindehaushalts- und Gemeindekassenrecht festgelegten längeren Aufbewahrungsfristen für Belege und sogenannte begründende Unterlagen<sup>97</sup> kommen in diesem Zusammenhang nicht zum Tragen. Die SEPA-Mandate können weder unter die begründenden Unterlagen noch unter die den Belegen gleichgestellten Kontoauszüge etc. subsumiert werden. Sinn und Zweck begründender Unterlagen ist es im Gegensatz zu

<sup>96</sup> § 127 Abs. 2 BGB.

<sup>97</sup> §§ 33 und 34 Abs. 2 GemKVO (kameral); §§ 36 Abs. 4 und 39 Abs. 3 GemHVO (Doppik).

SEPA-Mandaten, den Grund der Anforderung oder Leistung einer Zahlung überhaupt und insbesondere die Höhe des Anspruchs sowie dessen Berechnung im Einzelnen nachzuweisen.

Entsprechendes gilt bezogen auf die ggf. von der Kommune für ihre Eigenbetriebe oder im steuerverstrickten Bereich zu beachtenden handels- und steuerrechtlichen Regelungen.<sup>98</sup> Die SEPA-Mandate können für den kommunalen Bereich auch nicht unter die Handels- oder Geschäftsbriefe subsumiert werden. Anders als etwa bei Zahlungsverkehrsdienstleistern wie Banken betreffen SEPA-Mandate nicht die kommunale Aufgabe und die Höhe daraus resultierender Ansprüche oder ein (Handels)Geschäft. Letztlich beziehen sich die Rechnungslegung und die daraus resultierenden Aufbewahrungspflichten der Kommunen regelmäßig darauf, Ansprüche und Zahlungsvorgänge zur wahrheitsgemäßen Darstellung der finanziellen Lage auszuweisen oder daran anknüpfend zutreffende Besteuerungsgrundlagen zu liefern.

**Zusammengefasst lautet angesichts der Verfallfrist für SEPA-Mandate (s. Abschnitt 2.5.3.4) die Empfehlung: Lastschriftmandate sind mindestens 36 Monate aufzubewahren.**

### **3.4.7.2 Überleitung bestehender Einzugsermächtigungen**

#### **3.4.7.2.1 Technische Integration der bestehenden Einzugsermächtigungen in die Mandatsverwaltung**

In den SAP-Systemen können maschinell aus bestehenden Einzugsermächtigungen Mandate erzeugt werden. Dabei müssen bestimmte Voraussetzungen erfüllt sein:

In der Geschäftspartnerbuchhaltung muss eine gültige IBAN und im Vertragskonto/Vertrag müssen der Eingangszahlweg und die Bankverbindung hinterlegt sein. Sind diese Voraussetzungen erfüllt, wird für den Fall ein Mandat im Status „Aktiv“ angelegt.

Auch in der Debitorenbuchhaltung gibt es Voraussetzungen, die für das maschinelle Anlegen der Mandate erfüllt sein müssen. Es muss eine gültige IBAN hinterlegt und für diese IBAN muss das Kennzeichen „Einzugsermächtigung“ gesetzt sein. Zusätzlich muss auch hier ein entsprechender Eingangszahlweg hinterlegt sein.

Die Erzeugung der SEPA-Mandate aus den bestehenden Einzugsermächtigungen im Massenlauf ist Teil des Umstellungsangebotes der Rechenzentren für die Verfahren SAP und KIRP. Gleichzeitig werden die Wandlungsschreiben erzeugt.

Grundsätzlich werden alle gespeicherten Abbucher auf „wiederkehrende SEPA-Lastschriften“ umgestellt (auch bei Einzeleinnahmen). Das Mandat bekommt dabei den Status FRST (Erstlastschrift).

Ähnliche Integrations- und Überleitungsschritte erfolgen auch bei den autonomen Finanzwesen-Programmen.

#### **3.4.7.2.2 Umgang mit nicht formgerechten Einzugsermächtigungen**

Auch die bisher erteilten Einzugsermächtigungen mussten der Schriftform genügen (s.o. Abschnitte 2.5.3.3, 2.5.3.9). Nicht nur in der Privatwirtschaft, sondern auch für die Kommunen stellt sich die Frage, ob z.B. Einzugsermächtigungen, die nicht im Original handschriftlich unterzeichnet vorliegen, SEPA-migrationsfähig sind. Denn auch im kommunalen Bereich sind in der Vergangenheit (im Original unterzeichnete) Einzugsermächtigungen, die per Telefax oder per Computerfax oder (ohne Unterschrift) per E-Mail übermittelt wurden, entgegengenommen worden. Auch telefonisch oder mündlich von der Kommune (z.B. von der Musikschule oder Volkshochschule für den Einzug von Kursgebühren) entgegengenommene Einzugsermächtigungen gibt es ebenso wie Fälle, in denen für die Erteilung einer Einzugsermächtigung keinerlei Nachweise mehr vorhanden sind, sei es infolge eines Wasser- oder Brandschadens, durch den die Dokumente vernichtet wurden, sei es durch eine sonstige unzureichende Archivierung.

Auch für die Kommunen gilt, dass mündlich oder am Telefon erteilte Einzugsermächtigungen nicht in ein SEPA-Lastschriftmandat umgewandelt werden können. In allen anderen Fällen werden sich auch die Kommunen auf die Erfüllung der vereinbarten Schriftform berufen können, vor allem wenn von der Einzugsermächtigung über längere Zeit unbeanstandet durch den Zahlungspflichtigen Gebrauch gemacht wurde, und von einer Umwandlung in SEPA-Lastschriftmandate ausgegangen werden kann.

Was also muss die Kommune tun?

- Sie kommt nicht umhin, sämtliche Fälle, in denen bisher mit Lastschrifteinzug gearbeitet wird, daraufhin zu überprüfen, ob eine wirksame Einzugsermächtigung vorliegt.
- Zumindest in all den Fällen, in denen eine schriftliche Einzugsermächtigung fehlt, muss sie ein SEPA-Mandat einholen, um den Lastschrifteinzug fortsetzen zu können. Alternativ wäre denkbar, in diesen Fällen künftig nicht mehr abzubuchen, sondern Rechnungen und Bescheide mit der Bitte um Überweisung der fälligen Beträge auszustellen und ggf. in diesem Zusammenhang für die Erteilung eines SEPA-Mandats zu werben.
- In den Fällen, in denen eine Einzugsermächtigung telekommunikativ i.S. des § 127 Abs. 2 BGB übermittelt wurde (s.o. Abschnitt 2.5.3.3), kann die Gemeinde vom Vorliegen einer wirksamen Einzugsermächtigung ausgehen, die in ein SEPA-Mandat umgewandelt werden kann bzw. umgewandelt wurde. Ein gewisses **Risiko**,

<sup>98</sup> § 6 Abs. 2 EigBVO i.V.m. § 257 HGB; § 147 AO.

**dass solcherlei Abbuchungen nicht insolvenzfest sind und 13 Monate lang zurückgefordert werden können** (bei Gewerbesteuerzahlungen können dies größere Beträge sein!), **tragen allerdings auch die Kommunen**, solange die Frage, welche Schriftform genügt, nicht abschließend geklärt ist (s.o. Abschnitt 2.5.3.3). Das Migrationsschreiben (Wandlungsschreiben) an die Zahlungspflichtigen in Schriftform heilt einen etwa vorliegenden Formmangel nicht! Wenig hilfreich wäre es jedoch, wenn die Kommune z.B. fällige Steuerforderungen nicht mehr abbucht, weil sie zu der Auffassung gelangt ist, eine per Telefax übermittelte Einzugsermächtigung sei nicht in ein SEPA-Mandat umwandlungsfähig, und der Steuerpflichtige dann der Mahnung und geltend gemachten Säumniszuschlägen entgegenhält, mit der früher erteilten Einzugsermächtigung per Telefax alles getan zu haben, damit eine Zahlung i.S. des § 224 Abs. 2 Nr. 3 AO vorliegt (vgl. dazu unten Abschnitt 3.5.1.5).

#### **Internetlastschriften bei den Kommunen**

Auch bei den Kommunen gibt es einzelne Geschäftsprozesse, in über das Internet Lastschrifteinzüge bewirkt werden. Beispiel: Lastschrifteinzug der Verwaltungsgebühr für die Online-Meldeauskunft. Insoweit ist auch für die Kommunen die Klärung der Frage bedeutsam, auf welche Weise die Schriftform für das SEPA-Mandat gewahrt wird.

#### **3.4.7.2.3 Information der Zahler über die Umstellung des Lastschriftverfahrens**

Zur Bedeutung der Migrationsschreiben (Wandlungsschreiben) siehe oben Abschnitt 2.5.3.9. Bevor die Wandlungsschreiben seitens der Kommune versandt werden, sollte eine Bereinigung der Stammdaten mit Aussonderung nicht mehr benötigter Buchungszeichen durchgeführt worden sein (s.o. Abschnitt 3.4.4.1).

Anhang 7.3.4 enthält ein Beispiel für ein allgemein gehaltenes Wandlungsschreiben, Beispiel 3 im Anhang 7.3.6 ein kommunalspezifisches Beispiel für Grundsteuerforderungen.

Die Wandlungsschreiben werden von den Rechenzentren maschinell erzeugt. Ob dies eigenständige Serienbriefe sein werden oder Textbausteine, die in Bescheide/Verträge/Rechnungen integriert werden, wird verfahrensspezifisch festzulegen sein. Da verfahrenstechnisch für jedes Buchungszeichen i.d.R. ein eigenes Wandlungsschreiben erzeugt wird, werden Zahlungspflichtige, die für mehrere Einnahme- bzw. Forderungsarten der Kommune eine Einzugsermächtigung erteilt haben, auch mehrere separate Wandlungsschreiben erhalten. Die Kommunen sollten in ihren allgemeinen Informationen zur SEPA-Umstellung (s.o. Abschnitt 3.4.3.4) auf diese verfahrenstechnische Notwendigkeit hinweisen.

Sinnvoll und empfehlenswert ist es, das Wandlungsschreiben mit der Vorabankündigung des Lastschrifteinzugs (s.u. Abschnitt 3.4.7.3.1) in einem Schriftstück zu verbinden. Anhang 7.3.6 enthält ein Beispiel für eine solche Kombination.

#### **3.4.7.3 Nutzung der SEPA-Lastschrift**

##### **3.4.7.3.1 Vorabankündigung an die Zahlungspflichtigen**

Zur Vorabankündigung (Pre-Notification) und deren rechtlicher Bedeutung siehe oben Abschnitt 2.5.4.2.

##### **Vorabankündigung erstmalig nach der SEPA-Umstellung**

Durch die Ergänzung der Wandlungsschreiben an die Zahler über die Umstellung des Lastschriftverfahrens (siehe vorstehend Abschnitt 3.4.7.2.3) um den Hinweis „Die Einzugsbeträge und Fälligkeitstermine ergeben sich aus dem letzten Bescheid“, können die Wandlungsschreiben gleichzeitig als Vorabankündigung genutzt werden.

##### **Vorabankündigung im laufenden Betrieb**

Hier gibt es verschiedene Möglichkeiten. Z.B. können bei einer Neu- oder Änderungsveranlagung im Bereich der Wiederkehrenden Einnahmen die Bescheide aus den Veranlagungsverfahren genutzt werden. Dazu werden die Bescheide aus dem Bereich KM-V entsprechend um die Gläubiger-ID und Mandatsreferenz ergänzt. Gleiches gilt für Verträge (z.B. Mietverträge) oder Rechnungen (aus dem Bereich der SD-Faktura). Die Schriftstücke müssen um die zusätzlichen Daten ergänzt werden und können so als Vorabankündigung genutzt werden.

Textbaustein: „*Sie haben für den Einzug der Forderungen ein Lastschriftmandat erteilt. Die Einzüge erfolgen zu den genannten Fälligkeiten im SEPA-Basislastschriftverfahren unter der Gläubiger-ID XXXXXXXX und der Mandatsreferenz YYYYYY.*“

In den Verfahren, in denen keine Bescheide oder sonstiges gedruckt werden (oder die Verfahren die rechtlichen Voraussetzungen nicht erfüllen), besteht evtl. die Möglichkeit, eine Vorabankündigung auch aus dem Finanzwesenverfahren heraus zu erzeugen.

##### **Verkürzung der Frist für die Vorabinformation?**

Zahlungspflichtiger und Zahlungsempfänger können eine Verkürzung der ansonsten 14tägigen Frist für die Vorabinformation vor Fälligkeit vereinbaren (siehe oben Ziffer 2.5.4.2). Diese Möglichkeit steht grds. auch den Kommunen offen, wenn sie Einzugsermächtigungen bzw. SEPA-Lastschriftmandate einholen. Für privatrechtliche Forderungen ist dies unstrittig. Aber auch bei Steuern wie z.B. Grund- und Gewerbesteuerforderungen wird eine solche Verkürzung der Frist für die Vorabinformation möglich sein, wenn der Steuerpflichtige dieser Verkürzung im Rahmen der Erteilung des SEPA-Mandats zustimmt. Ob es allerdings verwaltungspraktikabel umsetzbar ist, mit unterschiedlichen Fristen für die Vorabinformation zu arbeiten, steht auf einem anderen Blatt. Ob die Kommune

„einseitig“ in einer auf § 2 KAG gestützten Hundesteuersatzung oder Gebührensatzung eine kürzere Frist für die Vorabankündigung regeln kann, ist nicht von vornherein ausgeschlossen.<sup>99</sup> Dies dürfte aber mehr oder weniger eine theoretische Überlegung bleiben, weil die Vorabankündigung üblicherweise mit dem Steuer- bzw. Abgabenbescheid vorgenommen wird und die Steuer- bzw. Abgabensatzungen die Fälligkeit typischerweise dergestalt regeln, dass die Steuer bzw. Abgabe innerhalb eines Monats nach Bekanntgabe des Steuer- bzw. Abgabenbescheids zu entrichten ist.

Allerdings gibt es auch in den Kommunen Geschäftsprozesse, bei denen Forderungen sofort fällig werden und der Zahlungspflichtige zur Begleichung eine Einzugsermächtigung (künftig: SEPA-Mandat) erteilt. Beispiel: Begleichung einer Verwaltungsgebühr, die mit der erbrachten Amtshandlung (z.B. einer beantragten Genehmigung) festgesetzt und mit der Bekanntgabe des Gebührenbescheids sofort fällig wird.<sup>100</sup> Hier macht es Sinn, die 14tägige Frist für die Vorabinformation zu verkürzen. Beispielsweise kann im SEPA-Mandat – unter Wahrung der Einreichungsfrist (s.o. Abschnitt 2.5.4.3) ein bestimmter Einzugstermin („Fälligkeitstermin“) festgelegt werden, womit der Zahler sich mit einer verkürzten Frist für die Vorabinformation einverstanden erklärt.

#### **3.4.7.4 SEPA-Firmenlastschrift auch für Kommunen?**

Die Kommune als Zahlungspflichtige wird Dritten keinen Zugriff auf die eigenen Konten gewähren, ohne gleichzeitig entsprechende Rückgabemöglichkeiten zu haben. Auf Grund der fehlenden Möglichkeit, die Erstattung des belasteten Betrags innerhalb von 8 Wochen zu verlangen, dürfen die Gemeinden, Städte und Kreise selbst keine SEPA-Firmenlastschriften erteilen (s.o. Abschnitt 3.4.5).

Auf der Einnahmeseite kommt die SEPA-Firmenlastschrift nur für Zahlungen von Nicht-Verbrauchern in Frage. Dies wäre z.B. die Gewerbesteuer, aber auch jede Zahlung z.B. von Wasser-, Abwasser- und Abfallgebühren, von Stromrechnungen usw. durch Unternehmen und selbstständig Tätige.

In der kommunalen Praxis wird die SEPA-Firmenlastschrift selten Anwendung finden, da das Verfahren für den Zahlungspflichtigen aufgrund der fehlenden Rückgabemöglichkeiten und wegen des Mehraufwands bei der Einrichtung eher nachteilig ist.

Die Umsetzung der Firmenlastschrift ist im Standard der Rechenzentren zunächst nicht vorgesehen. Entsprechende Funktionalitäten wären aber in den Finanzbuchhaltungsprogrammen durchaus vorhanden und müssten im Einzelfall angepasst werden.

#### **Neue Lastschriftmandate bei SEPA-Firmenlastschriften notwendig**

Hatte eine Firma bislang einer Kommune einen Abbuchungsauftrag erteilt, wird dieser nicht automatisch in eine SEPA-Firmenlastschrift (siehe dazu Abschnitt 2.5.1.3) umgewandelt und kann auf Grund der rechtlichen Ausgestaltung der SEPA-Firmenlastschrift nicht weiter genutzt werden. Somit ist ein neues SEPA-Firmenlastschriftmandat einzuholen, die Bank ist entsprechend zu informieren.

### **3.5 Besonderheiten bei einzelnen Einnahmearten**

#### **3.5.1 Grundsteuer**

##### **3.5.1.1 Festsetzung und Bescheidebekanntgabe**

Für die Festsetzung der Grundsteuer gibt es mehrere Möglichkeiten:

- Die Gemeinde setzt die Grundsteuer jährlich durch schriftlichen Steuerbescheid fest<sup>101</sup>. Dies kann für jedes Grundstück bzw. jeden steuerpflichtigen Grundbesitz mit getrenntem Bescheid erfolgen. Üblich ist in der Praxis jedoch ein zusammengefasster Bescheid, in dem alle Objekte eines Steuerpflichtigen veranlagt werden.
- Die Gemeinde setzt (gegenüber den Grundsteuerschuldnern, die für das Kalenderjahr die gleiche Steuer wie im Vorjahr zu entrichten haben) die Grundsteuer durch öffentliche Bekanntmachung<sup>102</sup> fest. In der Praxis ist dies inzwischen am meisten verbreitete Vorgehensweise.
- Die weitere mögliche Variante<sup>103</sup>, die Grundsteuer (vorab) für mehrere Kalenderjahre festzusetzen, wenn auch der Hebesatz für mehr als ein Kalenderjahr festgesetzt ist, soll hier nicht weiter beschrieben werden. Zum einen sind über ein Kalenderjahr hinausreichende Hebesatzfestsetzungen (durch eine besondere Hebesatzsatzung oder durch eine Haushaltssatzung für zwei Haushaltsjahre) selten. Zum anderen unterstützen die Finanzwesen-Verfahren eine derartige Bescheiderteilung nicht.

<sup>99</sup> § 2 Abs. 1 Satz 2 KAG regelt nur den Mindestinhalt der Abgabensatzung. Für die Grundsteuer und die Gewerbesteuer dürfte § 2 KAG allerdings mit Blick auf § 1 Abs. 2 Nr. 2 AO keine Ermächtigung für eine entsprechende Satzungsregelung bieten.

<sup>100</sup> Vgl. § 6 Abs. 1 im Muster einer Verwaltungsgebührensatzung, BWGZ 4/2008 S. 115 ff., 120.

<sup>101</sup> § 27 Abs. 1 GrStG i.V.m. § 157 Abs. 1 AO.

<sup>102</sup> § 27 Abs. 3 GrStG.

<sup>103</sup> § 27 Abs. 1 Satz 2 GrStG.

- Die in der Praxis ebenfalls vorzufindende Vorgehensweise, die Grundsteuer mit „Dauerbescheiden“ festzusetzen („Dieser Bescheid gilt, bis eine Änderung eintritt, z.B. im Steuerbetrag oder bei Eigentumswechsel“), hat (noch) keine rechtliche Grundlage. Sofern die Gemeinde nicht als „Ersatz“ auf eine Grundsteuerfestsetzung durch öffentliche Bekanntmachung verweisen kann, erlangt sie Grundsteuerzahlungen formell ohne gültige Bescheide.

Grundsteuervorauszahlungen<sup>104</sup> werden in Baden-Württemberg nicht erhoben.

### 3.5.1.2 Fälligkeit der Grundsteuer

Die Grundsteuer wird zu je einem Viertel des Jahresbetrags am 15.2., 15.5., 15.8. und 15.11. fällig.<sup>105</sup> Kleinbeträge bis einschließlich 15 Euro werden am 15.8. mit ihrem Jahresbetrag, Kleinbeträge bis einschließlich 30 Euro am 15.2. und 15.8. je zur Hälfte fällig, wenn die Gemeinde dies bestimmt.<sup>106</sup> Auf Antrag des Grundsteuerschuldners kann dieser die Grundsteuer am 1.7. in einem Jahresbetrag entrichten (Antragsfähigkeit<sup>107</sup>).

Bei nachträglichen Bescheiden und Bescheidänderungen ist die nachzufordernde Steuer innerhalb eines Monats nach Bescheidbekanntgabe zu entrichten.<sup>108</sup> Beispiel: Nachträgliche Veranlagung eines Grundstückserwerbers zur Grundsteuer 2011 im Jahr 2013, weil der Einheitswert- und Grundsteuermessbescheid des Finanzamts über diesen Eigentumswechsel erst im Laufe des Jahres 2013 ergeht (mit Aufhebung der Steuerfestsetzung und Steuererrückterstattung gegenüber dem bisher veranlagten Eigentümer).

Die Fälligkeit kann generell nicht vor Bekanntgabe der Steuerfestsetzung eintreten, sondern frühestens mit der Bekanntgabe der Steuerfestsetzung.<sup>109</sup> Dies ist von Relevanz für Steuererstattungsbeträge auf Grund einer Bescheidänderung zugunsten des Steuerpflichtigen oder einer Aufhebung des Steuerbescheids.

### 3.5.1.3 Mandatsreferenz bei SEPA-Lastschriften

Bei Grundsteuerveranlagungsverfahren, die die Grundsteuer mit Bescheid für jeden einzelnen steuerpflichtigen Grundbesitz festsetzen (auch in den Fällen, in denen mehrere Grundstücke einem Eigentümer gehören), wäre die Mandatsreferenz auf das einzelne steuerpflichtige Grundstück zu beziehen und wird das bisher verwendete „grundstücksscharfe“ Buchungszeichen künftig als Mandatsreferenz dienen.

Das landeseinheitliche Verfahren KM-V fasst unter einem Buchungszeichen in der Veranlagung sämtliche einem Eigentümer gehörenden Steuergegenstände zusammen, so dass dieses Buchungszeichen dann die Mandatsreferenz bei der Umstellung auf SEPA bildet.

### 3.5.1.4 Szenarien für die Umstellung auf SEPA

Für die Umstellung auf SEPA sind folgende Szenarien denkbar:

#### Szenario 1: Umstellung auf SEPA bereits im Oktober 2013

Die Grundsteuerjahresbescheide für 2013 haben noch keine SEPA-spezifischen Informationen (Gläubiger-ID und Mandatsreferenznummer, SEPA-Lastschrifteinzug) enthalten. Entsprechendes gilt, wenn die Gemeinde die Grundsteuer 2013 zum Jahresbeginn 2013 durch öffentliche Bekanntmachung festgesetzt hat.

Nachfolgend soll von der Annahme ausgegangen werden, dass die Umstellung auf SEPA (durch das Rechenzentrum für eine Gemeinde, die das landeseinheitliche Veranlagungsverfahren KM-V anwendet) bereits im Oktober 2013 und nicht erst zum 1. Februar 2014 stattfindet. Dies bedeutet, dass der Lastschrifteinzug zum Fälligkeitstag 15. November 2013 der erste Einzug mit SEPA-Lastschriftmandaten wäre.

Rechtzeitig vor dem Lastschrifteinzug auf diesen Zeitpunkt muss den Zahlungspflichtigen

- das Wandlungsschreiben (siehe oben Abschnitte 2.5.3.9 und 3.4.7.2.3) und
- die Vorabankündigung (s.o. Abschnitte 2.5.4.2 und 3.4.7.3.1)

übermittelt werden. Das Wandlungsschreiben und die Vorabankündigung können in einem Schriftstück zusammengefasst werden. Vgl. das Beispiel 3 im Anhang 7.3.6.

#### Szenario 2: Umstellung auf SEPA nach dem Grundsteuer-Zahlungstermin 15. November 2013

Hier wäre der Grundsteuer-Einzug zum 15. Februar 2014 der erste Einzug mit übergeleiteten SEPA-Lastschriftmandaten, sieht man von Einzelfällen der Grundsteuernachveranlagung ab.

Sofern es verfahrenstechnisch realisierbar wäre, könnte der Inhalt des Wandlungsschreibens und die Vorabankündigung mit Textbausteinen in die Grundsteuerbescheide 2014 integriert werden. Formulierungsbeispiel:

„Sie haben uns eine Ermächtigung für den Einzug unserer Grundsteuerforderungen per Lastschrift erteilt. Ab dem [1.2.2014] stellt die Stadt X auf das europaweit einheitliche SEPA-Basislastschriftverfahren um. Die von Ihnen be-

<sup>104</sup> § 29 GrStG.

<sup>105</sup> § 28 Abs. 1 GrStG.

<sup>106</sup> § 28 Abs. 2 GrStG.

<sup>107</sup> § 28 Abs. 3 GrStG.

<sup>108</sup> § 30 Abs. 3 GrStG.

<sup>109</sup> § 220 Abs. 2 Satz 2 AO.

reits erteilte Einzugsermächtigung wird dabei als SEPA-Basislastschriftmandat weitergeführt. Die fälligen Beträge werden zu den vorgenannten Fälligkeitstagen mit der Mandatsreferenznummer XYZ und unserer Gläubiger-Identifikationsnummer ABC von Ihrem Konto IBAN DE123 bei der X-Bank (BIC 456) eingezogen. Fällt der Fälligkeitstag auf ein Wochenende/einen Feiertag, tritt an die Stelle eines solchen Tages der nächste Werktag. Diese Vorabankündigung gilt auch für die Fälligkeitstermine in Folgejahren. Bei Betrags- bzw. Fälligkeitsänderungen erhalten Sie einen neuen Grundsteuerbescheid."

Ist diese Integration in die Steuerbescheide verfahrenstechnisch und/oder verwaltungspraktikabel nicht realisierbar, d.h. werden die Grundsteuerbescheide 2014 ohne die SEPA-spezifischen Zusatzangaben erlassen, müsste wie im Szenario 1 rechtzeitig vor der Grundsteuerfälligkeit am 15. Februar 2014 das Wandlungsschreiben mit Vorabinformation separat den Zahlungspflichtigen übermittelt werden.

Entsprechendes gilt, wenn die Gemeinde für das Jahr 2014 die Festsetzung der Grundsteuer durch öffentliche Bekanntmachung vornehmen will. Denn die SEPA-Wandlung und die konkrete Vorabankündigung können nicht mit der Festsetzung der Grundsteuer durch öffentliche Bekanntmachung für 2014 bewirkt werden, da diese allgemeine Festsetzung die konkreten mandatsbezogenen Angaben nicht enthalten kann. Beispielhafte Vorgehensweise: Im November 2013 ergeht ein kombinierte Schreiben an alle Grundsteuerpflichtigen, das die Wandlung der Einzugsermächtigung in ein SEPA-Mandat erklärt und die Vorabankündigung der SEPA-Lastschrifteinzüge enthält (vgl. das Beispiel 3 im Anhang 7.3.6). In diesem Fall könnte Anfang 2014 die Festsetzung der Grundsteuer durch öffentliche Bekanntmachung erfolgen und dabei auf das im November 2013 den Steuerpflichtigen zugeleitete Schreiben Bezug genommen werden.

### 3.5.1.5 Besonderheit: Festsetzung und Erhebung von Grundsteuer-Kleinbeträgen im KM-V

In der Vergangenheit wurden Grundsteuer-Kleinbeträge häufig gar nicht festgesetzt.<sup>110</sup> Aber: Gerade bei der Grundsteuer A sind Kleinbeträge systemimmanent. Viele Grundsteuerschuldner wurden/würden mit einer Kleinbetragsgrenze nicht veranlagt. Deshalb war es folgerichtig, dass das landeseinheitliche Veranlagungsverfahren KAS-EVA im Jahr 2008 umgestellt wurde. In KAS-EVA und nun im landeseinheitlichen Veranlagungsverfahren KM-V wurden/werden nun auch Grundsteuerkleinbeträge geltend gemacht, und zwar in der Weise, dass Kleinbeträge für mehrere Jahre gesammelt und vor Eintritt der Festsetzungsverjährung kumuliert veranlagt werden. Im Verfahren wird ein Mindestbetrag z.B. von 10 Euro festgelegt, der erreicht werden muss, bevor eine (kumulierte) Sollstellung und Veranlagung der aufgelaufenen Grundsteuerbeträge für mehrere Kalenderjahre erfolgt. Dann werden mit einem Veranlagungslauf beispielsweise zum 15.8.2013 die Grundsteuerbeträge z.B. für die Jahre 2010 bis 2013 ( $4 \times 3 = 12$  Euro) festgesetzt und eingezogen, da dann diese Mindestgrenze überschritten ist. Wird die Grenze nach 4 Jahren nicht erreicht, wird, da die Festsetzungsverjährung für das älteste Grundsteuerjahr droht, trotzdem ein kumulierter Bescheid erzeugt.

Diese Kleinbetragsregelung wird durch die Einführung von SEPA und dem damit verbundenen Verfall eines Mandats nach 36 Monaten Nichtgebrauch in ihrer praktischen Anwendung gefährdet. Denn bei einer kumulierten Veranlagung der Kleinbeträge im 4. Jahr wäre das erteilte SEPA-Mandat inzwischen verfallen. Die Finanzverfahren würden automatisch das Mandat auf „Abgeschlossen“ setzen. Das Veranlagungsverfahren würde dann die Meldung erhalten, dass kein Mandat mehr vorhanden ist, und auf dem Bescheid würde nicht mehr der Hinweis erscheinen, dass abgebucht wird.

Zu beachten ist noch der Spezialfall, dass die Sollstellung noch vor Ablauf der 36-Monatsfrist erzeugt wird, die Abbuchung dann aber erst nach Ablauf der Frist erfolgen soll. Auf dem Bescheid würde dann vermerkt „Der Betrag wird abgebucht“, im Finanzverfahren kann aber nicht mehr abgebucht werden, da das Mandat inzwischen verfallen ist.

Um dies zu vermeiden, empfiehlt es sich, alle 2 Jahre die Kleinbeträge einzubuchen und einzuziehen. Dies kann im Veranlagungsverfahren eingestellt werden. Eine Mischform (Abbucher alle 2 Jahre ins Soll stellen, Nichtabbucher alle 4 Jahre) ist derzeit allerdings **nicht** möglich!

Mögliche Lösungsansätze:

- Die Gemeinde bietet bei Grundsteuer-Kleinbeträgen keinen SEPA-Lastschrifteinzug an.
- Die Gemeinde erbittet jedes Mal, wenn eine kumulierte Veranlagung nach Ablauf der 36-Monatsfrist erzeugt wird, ein neues SEPA-Mandat, was aber wenig praktikabel erscheint.
- Die Kleinbetragsgrenze wird soweit reduziert, dass sie spätestens nach 2 Jahren erreicht wird. Dies muss aber mit der Kasse abgestimmt werden, damit diese ebenfalls den Mindestbetrag für Einzüge anpasst.

Welche Lösung die Regionalen Rechenzentren hier den Städten und Gemeinden im Lande anbieten werden, bedarf noch der Abstimmung mit der kommunalen Praxis.

<sup>110</sup> Festlegung einer örtlichen Kleinbetragsfestsetzungsgrenze gestützt auf § 156 Abs. 2 AO („Kosten der Einziehung einschließlich der Festsetzung außer Verhältnis zu dem Betrag“).



### 3.5.1.6 Zahlung und Tag der Zahlung von Steuern und Kommunalabgaben

§ 224 AO<sup>111</sup> regelt den Tag der Zahlung von Steuern und Kommunalabgaben. Nach Abs. 2 dieser Bestimmung gilt eine wirksam geleistete Zahlung als entrichtet

1. bei Übergabe oder Übersendung von Zahlungsmitteln am Tag des Eingangs, bei Hingabe oder Übersendung von Schecks jedoch drei Tage nach dem Tag des Eingangs,
2. bei Überweisung oder Einzahlung auf ein Konto der Finanzbehörde und bei Einzahlung mit Zahlschein oder Postanweisung an dem Tag, an dem der Betrag der Finanzbehörde gutgeschrieben wird,
3. bei Vorliegen einer Einzugsermächtigung am Fälligkeitstag.

Die Regelung in § 224 Abs. 2 AO beinhaltet eine Fiktion („gilt als entrichtet“ mit Blick auf den Eintritt von Säumnisfolgen<sup>112</sup> und die Berechnung von Zinsen<sup>113</sup> – unabhängig vom Tag der nach zivilrechtlichen Grundsätzen bewirkten Erfüllung. Sie gilt aber nur bei wirksam geleisteten Zahlungen, d.h. wenn der geleistete Betrag den Empfänger erreicht hat. Bsp.: Wird auf Grund einer Einzugsermächtigung oder SEPA-Basislastschrift abgebucht, liegt (im Nachhinein betrachtet) keine Erfüllung und wirksam geleistete Zahlung vor, wenn der Zahlungspflichtige innerhalb der Frist von 8 Wochen die Erstattung des abgebuchten Betrags verlangt. Es tritt (rückwirkend auf den Fälligkeitstag) (wieder) Säumnis ein.

§ 224 Abs. 2 Nr. 3 AO soll sicherstellen, dass Verzögerungen bei der Einziehung aufgrund einer Einzugsermächtigung (künftig: SEPA-Lastschrift) nicht zu Lasten des Steuer- bzw. Abgabepflichtigen gehen. Wird eine Einzugsermächtigung (künftig: SEPA-Lastschriftmandat) nicht rechtzeitig auf den gesetzlichen oder satzungsmäßig festgelegten Fälligkeitstag zum Einzug gebracht, gerät der Steuer- oder Abgabepflichtige nicht in Säumnis.

§ 224 Abs. 2 Nr. 3 AO unterstellt, dass beim Steuer- bzw. Abgabengläubiger eine erteilte Einzugsermächtigung (künftig: SEPA-Lastschrift) so rechtzeitig vorliegt, dass die Steuer oder Abgabe auf den Fälligkeitszeitpunkt bezogen zum Lastschrifteinzug gebracht werden kann. Dass es dazu eines zeitlichen Vorlaufs infolge der Einreichungsfristen (und der Vorabankündigung) bedarf, ist gesetzlich nicht besonders bedacht worden. Dies bedeutet, dass ein Steuer- oder Abgabenschuldner nicht säumig wird, wenn er spätestens am Fälligkeitstag der Grundsteuer eine unterschriebene Einzugsermächtigung oder künftig ein unterschriebenes SEPA-Lastschriftmandat vorlegt, auch wenn die Lastschrifteinreichung erst nach dem Fälligkeitstag erfolgen kann. Dies gilt auch dann, wenn ein Mandat ohne Mandatsreferenz unterzeichnet wird und der Steuer- bzw. Abgabengläubiger dem Zahlungspflichtigen die Mandatsreferenz erst später mitteilt. Wollte der Gesetzgeber dies anders (strenger), müsste er den zeitlichen Vorlauf zum Fälligkeitstag ausdrücklich gesetzlich regeln.<sup>114</sup>

Wird ein SEPA-Lastschriftmandat noch innerhalb der 3tägigen Schonfrist nach § 240 Abs. 3 AO vorgelegt, kann der Steuer- bzw. Abgabenschuldner dadurch Säumniszuschläge vermeiden.

Die vorstehenden Ausführungen gelten nicht nur für die Grundsteuer, sondern auch für die anderen Steuern und Kommunalabgaben.

### 3.5.2 Andere Einnahmearten (Steuern, Gebühren usw.)

Auch für die anderen Massenveranlagungsverfahren bei Steuern und Gebühren ergeben sich durch die SEPA-Umstellung ähnliche Problemstellungen wie bei der Grundsteuer. Die Rechenzentren werden hier mit den Kommunen die spezifischen Umstellungsszenarien festlegen. Die Checklisten im Anhang 7.1.4 können dazu als grobe Orientierung dienen.

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<sup>111</sup> Gilt gemäß § 1 Abs. 2 Nr. 5 AO für die Festsetzung und Erhebung der Grund- und Gewerbesteuer unmittelbar kraft Bundesrechts. § 224 Abs. 2 AO gilt in Verbindung mit § 3 Abs. 1 Nr. 5 Buchst. A KAG als Landesrecht auch für die übrigen Kommunalabgaben entsprechend.

<sup>112</sup> Verwirkung von Säumniszuschlägen gem. § 240 AO.

<sup>113</sup> § 233 ff. AO.

<sup>114</sup> Die Regelung in § 224 Abs. 2 Nr. 3 AO erfolgte auf der seinerzeitigen Rechtslage, nach der eine Lastschrift „bei Sicht“, d.h. bei Vorlage einzulösen war. Ob der Gesetzgeber diese Regelung für die Zukunft mit einem zeitlichen Vorlauf – v.a. mit Blick auf Säumniszuschläge – ausstattet, bleibt abzuwarten.

## 4 SEPA-Migration in den landeseinheitlichen EDV-Verfahren des Datenverarbeitungsverbunds Baden-Württemberg

Die Rechenzentren unterstützen die Gemeinden bei der SEPA-Umstellung. Für diese Unterstützungsleistungen werden derzeit Leistungsbeschreibungen erstellt, die den genauen Umfang und die Kosten der erbrachten Leistungen spezifizieren.

Die Angebote der einzelnen Rechenzentren unterscheiden sich in einigen Punkten.

Grundsätzlich bauen jedoch die landeseinheitlichen Verfahren auf dem Kommunalmastermodell auf. Hierfür wurden Fachkonzepte erstellt, welche die notwendigen Schritte der SEPA-Umstellung in den einzelnen Verfahren beschreiben.

Die Leistungen der Rechenzentren bestehen im Wesentlichen aus folgenden Bestandteilen:

- Customizing des Mandanten zur Herstellung der SEPA-Fähigkeit (Zahlwege, Hausbanken...);
- Anpassung der Formulare;
- Einpflegen der Gläubiger-ID;
- Umrechnung der Bankverbindungen (Kreditoren/Debitoren/Geschäftspartner);
- Umwandlung der Einzugsermächtigungen in Mandate (inkl. Erstellung der Wandlungsmitteilung);
- Umstellung des Zahlungsverkehrs.

Das **Regionale Rechenzentrum KDRS/RZRS** wird seine Kunden/Mitglieder zum 7. Oktober 2013 flächendeckend umstellen. Das KDRS/RZRS informiert über den Verfahrensablauf und die Kosten der Umstellung im Intranet.

Die **Kommunale Informationsverarbeitung Baden-Franken (KIVBF)** plant, ihre Kunden Mitte/Ende November 2013 auf SEPA umgestellt zu haben. Für die Umstellung sind mehrere Vorarbeiten notwendig, die in verschiedenen Schritten bereits ab Mitte 2013 erfolgen werden. Die Kunden sind über den Verfahrensablauf und die Kosten der Umstellung informiert.

Die **Kommunale Informationsverarbeitung Reutlingen/Ulm (KIRU)** wird ihre Kunden im Oktober und November 2013 umstellen. Aus den einzelnen Verfahren erfolgen Informationen über den Ablauf und die Kosten der Umstellung. Weitere Informationen gibt es auf dem Infoserver unter [www.rz-info.de/sepa](http://www.rz-info.de/sepa).

## 5 SEPA-Migration in und mit autonomen (nicht-landeseinheitlichen) Finanzwesen-Verfahren und Vorverfahren

Während die Rechenzentren in Baden-Württemberg erst in der zweiten Jahreshälfte 2013 eine flächendeckende SEPA-Umstellung für ihre Kunden durchführen können, haben einige der autonomen Anbieter von Finanzwesen-Verfahren schon jetzt (Stand Januar 2013) die SEPA-Mandatsverwaltung in ihrem Programm integriert. So sind in den Finanzwesen-Verfahren von INFOMA und mps bereits jetzt schon Programmstände ausgeliefert, in denen SEPA integriert ist, sodass bereits jetzt mit Formularen der SEPA-Mandate und der Mandatsverwaltung gearbeitet werden kann. DATA-PLAN und CIP haben zu Beginn des Jahres die entsprechenden Programmstände herausgegeben, wobei bei CIP eine komplette Umstellung auf den SEPA-Zahlungsverkehr erst im Frühjahr stattfinden kann, wenn ein weiteres Release ausgeliefert ist. Für die Umstellung (Massenanlage) der Mandate wird von mps im Sommer 2013 noch ein entsprechender Programmstand herausgegeben werden.

Mit der Einführung des SEPA-Zahlungsverkehrs werden auch höhere Anforderungen an die Datenhaltung in den einzelnen Programmen gestellt, was nun auch die Möglichkeit bietet, den bestehenden Datenbestand auf Korrektheit und Konsistenz hin zu überprüfen.

Wenn in den aktuellen Programmständen der Programme auch ein aktuelles Bankverzeichnis installiert ist, kann eine Prüfung der Bankverbindungen durch die Programme stattfinden.

Während die Hersteller INFOMA, DATA-PLAN und mps einen IBAN-Konverter in ihren Programmen installiert haben, hat CIP darauf verzichtet. In allen Programmen können aber die Bankverbindungen in das standardisierte Format der Konvertierungsprogramme umgewandelt und nach der Konvertierung auch wieder importiert werden.

Folgende Arbeitsschritte werden von den autonomen Finanzwesen-Anbietern aber als notwendig angesehen:

- Aktuelles Bankenverzeichnis installieren;
- Prüfung der Bankverbindungen;
- Auswertung der Bankdaten;
- Ermittlung von notwendigen Korrekturen;
- Bereinigung des Datenbestandes;
- Überprüfung bestehender Einzugsermächtigungen (noch Gültigkeit vorhanden?);
- Erfassung der SEPA-Konfiguration;

- Anforderung fehlender Daten;
- Einrichtung der SEPA-Mandatsverwaltung;
- Mitteilung der Wandlung an den Bürger / die Firma (Bürgerinformation);
- Prüfung und Anpassung von Vorverfahren, die eine Schnittstelle zum Finanzwesen-Verfahren haben.

Selbstverständlich können einzelne Arbeitsschritte vorgezogen oder auch parallel abgewickelt werden.

Wichtig ist der Hinweis der autonomen Anbieter, einen Blick auf die eingesetzten Vorverfahren zu werfen, die jetzt schon Daten per Schnittstelle an die Finanzwesen-Verfahren abgeben. Hier ist die einheitliche Auffassung der Finanzverfahren-Anbieter, dass die Mandatsverwaltung zentral im Finanzbuchhaltungsprogramm der Kommune und nicht in den Vorverfahren zu führen ist. Eine Rückschnittstelle gibt es bislang bei keinem Verfahren.

So kann auch die für das Lastschriftverfahren notwendige Mandatsreferenz aus den Finanzbuchhaltungsprogrammen vergeben werden, die bei den Finanzwesen-Verfahren entweder aus einer Nummernserie, die vom System automatisch erstellt wird, die alternativ aber auch per manueller Vergabe erfolgen kann.

Nach derzeitigem Stand kann also eine Umstellung auf den SEPA-Zahlungsverkehr bei einzelnen autonomen Finanzwesen-Verfahren schon bis zum Sommer 2013 erfolgen. Ist eine Umstellung auf den SEPA-Zahlungsverkehr erfolgt, gibt es keinen Weg zurück.

## **6 Unterstützung der SEPA-Migration durch die Sparkassen und Banken**

Die Sparkassen-Finanzgruppe Baden-Württemberg ist seit vielen Jahren in Finanzierungs- und Anlagefragen ein verlässlicher Partner für die Kommunen. Deren Zahlungsverkehr wird seit langem in wesentlichem Umfang über Sparkassen und ihre Verbundunternehmen abgewickelt - seien es Zahlungsaufträge aus den Anwendungen der kommunalen Rechenzentren oder Individualzahlungen, die mittels leistungsfähiger Electronic Banking-Programme der Sparkassen-Finanzgruppe beauftragt werden. Die Herausforderungen der SEPA-Migration und letztlich die Nutzung der neuen SEPA-Verfahren dürfen keinen Einfluss auf die hohe Qualität des heute praktizierten Zahlungsverkehrs haben. Bei Bedarf unterstützen Sparkassen, BW-Bank und LBBW die Kommunen in vielfältiger Weise bei der Ablösung nationaler Zahlungsverkehrsverfahren. Auf den jeweiligen Internetseiten der Institute sind hilfreiche Informationen zu SEPA hinterlegt; Flyer und Broschüren beschreiben die Inhalte der neuen Zahlungsverkehrsverfahren detailliert. Zur Konvertierung gespeicherter Bankverbindungen steht mit dem SEPA Account Converter ein leistungsfähiges PC-Programm zur Verfügung. Letztlich finden Kommunen in den Kommunkundenbetreuern sowie in den Zahlungsverkehrs- und Electronic-Banking-Spezialisten der Sparkassen und Verbundunternehmen kompetente Ansprechpartner für alle Fragen rund um den neuen SEPA-Zahlungsverkehr.

## 7 Anhang zum SEPA-Leitfaden

### 7.1 Arbeitshilfen intern

#### 7.1.1 SEPA-Checkliste für Kommunen

Was ist zu tun?		Hinweise und Empfehlungen	Umsetzungsstand
1	Organisation der Umstellung auf SEPA	<ul style="list-style-type: none"> <li>▪ Behördenleitung informieren</li> <li>▪ Benennung Verantwortlicher bzw. einer Arbeitsgruppe (eines Projektteams)</li> <li>▪ Information der Ämter/Fachbereiche /Intranet</li> <li>▪ Projektorganisation / interne Richtlinien / Umstellungszeitplan erstellen</li> </ul>	
2	Analyse der Zahlungsverkehrsstrukturen	<ul style="list-style-type: none"> <li>▪ In welchen Geschäftsbereichen werden Zahlungsverkehrsaufträge erstellt? <ul style="list-style-type: none"> <li>○ Überweisungen</li> <li>○ Lastschriften</li> <li>○ Auslandszahlungen (Europa/andere)</li> <li>○ Kartenzahlungen, Terminals</li> <li>○ Wo wurden/werden Einzugsermächtigungen eingeholt?</li> </ul> </li> <li>▪ Welche Software wird dazu eingesetzt? <ul style="list-style-type: none"> <li>○ Finanzbuchhaltung</li> <li>○ Fachverfahren bzw. Vorverfahren, PC-Verfahren</li> <li>○ Online-Banking-Software</li> </ul> </li> <li>▪ Wie werden die Aufträge erteilt? <ul style="list-style-type: none"> <li>○ Beleghaft (bei Lastschriften künftig nicht mehr möglich)</li> <li>○ Beleglos (Datenträgeraustausch per Diskette, USB-Stick, CD usw. – künftig nicht mehr möglich)</li> <li>○ Beleglos online</li> </ul> </li> <li>▪ Analyse der Geschäftsunterlagen (Briefe, Verträge, Rechnungen, Bescheide, Überweisungsträger, Vordrucke, Dokumentvorlagen usw.) und des Internetauftritts auf Angabe der Zahlungsverkehrsdaten</li> </ul>	
3	EDV-Systeme SEPA-fähig machen (Finanzwesen – Fachverfahren – Vorverfahren – PC-Verfahren)	<ul style="list-style-type: none"> <li>▪ Jedes EDV-System, welches im engeren oder auch im weiteren Sinne mit dem Zahlungsverkehr zu tun hat, kann Handlungsbedarf beinhalten.</li> <li>▪ Kriterien: <ul style="list-style-type: none"> <li>○ Zahlungsdateien im SEPA-Format (XML)</li> <li>○ Erstellung von SEPA-Überweisungen (Verwendungszweck-Zeilen: 4 X 35 =140 – erfordert ggf. Anpassungen, Purpose-SEPA-Codes)</li> <li>○ Erstellung von SEPA-Lastschriften</li> <li>○ Verarbeitung eingehender SEPA-Formate (Einlesen von Umsatzdaten)</li> <li>○ SEPA-Mandatsverwaltung in die Finanzbuchhaltung integriert? Schnittstelle zu Vor- bzw. Fachverfahren? Bei Mandatsverwaltung in Vorverfahren: Schnittstelle zur Finanzbuchhaltung?</li> <li>○ Können Konten von Banken in anderen SEPA-Teilnehmerstaaten bzw. Ländern des EWR hinterlegt werden?</li> <li>○ Konvertierung der Bankverbindungen mit programm-</li> </ul> </li> </ul>	

Was ist zu tun?		Hinweise und Empfehlungen	Umsetzungsstand
		<p>integriertem Konverter oder Nutzung einer Hin-Rück-Schnittstelle?</p> <ul style="list-style-type: none"> <li>○ .....</li> <li>○ .....</li> <li>▪ EDV-Verfahren <ul style="list-style-type: none"> <li>○ Finanzwesen/Finanzbuchhaltung</li> <li>○ Kontoauszugs-Assistent für Zahlungseingänge</li> <li>○ Online-Banking-Software (Ein- und Auszahlungen): Anpassung an das aktuelle Datenfernübertragungsprotokoll EBICS</li> <li>○ Vollstreckungssoftware</li> <li>○ Personalwesen / Lohn und Gehalt</li> <li>○ Steuern und Abgaben</li> <li>○ Andere Fachverfahren / Vorverfahren /PC-Verfahren</li> <li>○ .....</li> </ul> </li> </ul>	
4	Aktualisierung der Geschäftsunterlagen, Geschäftsbeziehungen zu den Banken und der (Stamm-)Datenbestände	<ul style="list-style-type: none"> <li>▪ Gläubiger-ID (CI) bei der Deutschen Bundesbank beantragen</li> <li>▪ Inkassovereinbarung für den Einzug von SEPA-Lastschriften mit allen Hausbanken abschließen (ggf. weitere Vereinbarungen zur Nutzung der SEPA-Instrumente)</li> <li>▪ Eigene IBAN, BIC, Gläubiger-ID auf Geschäftsunterlagen, in Korrespondenz und Schriftverkehr angeben (Briefe, Verträge, Formulare, Vordrucke, Bescheide, Dokumentvorlagen)</li> <li>▪ Zahlungsverkehrsangaben auf der Internetseite der Gemeinde/Stadt bzw. des Kreises ändern; Formulare im virtuellen Rathaus anpassen bzw. neue SEPA-Mandate zur Verfügung stellen</li> <li>▪ Allgemeine Information der Einwohner und Bürger sowie der Steuer- und Abgabepflichtigen über die Umstellung auf die SEPA-Instrumente</li> <li>▪ SEPA-Zahlscheine und vorausgefüllte Überweisungsträger bereitstellen</li> <li>▪ Eigene IBAN und BIC sowie CI in den Anwendungen als Stammdaten hinterlegen</li> <li>▪ IBAN und BIC von Lieferanten (Kreditoren) und Kunden bzw. Zahlungspflichtigen (Debitoren) <ul style="list-style-type: none"> <li>○ erfragen / ermitteln / aus Bankleitzahl und Kontonummer umrechnen (ggf. Einsatz von Umstellungstools wie SEPA Account Converter der Hausbank o.ä.)</li> <li>○ in den eigenen Anwendungen und Unterlagen (Stammdaten) hinterlegen</li> </ul> </li> <li>▪ Dabei Stammdaten bereinigen</li> </ul>	
5	Kommune als Zahlungspflichtige	<ul style="list-style-type: none"> <li>▪ SEPA-Überweisungen <ul style="list-style-type: none"> <li>○ DFÜ-Vereinbarungen mit Kreditinstituten abschließen bzw. aktualisieren</li> <li>○ Information der Kreditinstitute über Umstellung</li> <li>○ Testlauf mit Testdaten</li> <li>○ Umstellungstermin festlegen (muss nicht zwingend mit dem der Anwendung des SEPA-Lastschriftverfahrens übereinstimmen)</li> <li>○ Umstellung auf Echtbetrieb</li> </ul> </li> <li>▪ Erteilung von SEPA-Lastschriftmandaten (möglichst keine Firmenlastschrift!)</li> </ul>	

	Was ist zu tun?	Hinweise und Empfehlungen	Umsetzungs-stand
6	SEPA-Lastschriften (Kommune als Zahlungsempfängerin)	<ul style="list-style-type: none"> <li>▪ Beantragung Gläubiger-ID bei der Deutschen Bundesbank</li> <li>▪ SEPA-Inkassovereinbarungen für den Einzug von SEPA-Lastschriften mit allen Kreditinstituten abschließen</li> <li>▪ Mandatsverwaltung organisieren               <ul style="list-style-type: none"> <li>○ Festlegung, wie die eindeutige Mandatsreferenz(nummer) gestaltet werden soll</li> <li>○ Festlegung, ob die Mandatsreferenznummer im Finanzwesen-Verfahren oder in den Fachverfahren vergeben werden soll (Schnittstelle, Datenaustausch zwischen Finanzwesen- und Fachverfahren)</li> <li>○ Anpassung der Formulare zur Einholung neuer Mandate und Einbindung in die Geschäftsprozesse (z.B. Veranlagungsverfahren)</li> <li>○ Festlegungen für die Erteilung von Mandaten mit späterer Mitteilung der Mandatsreferenznummer treffen</li> <li>○ Archivierung der Lastschriftmandate regeln (grds. zentral bei der Gemeindekasse, körperliche Archivierung der Originale, zusätzliche elektronische Archivierung ist zu empfehlen; das Mandat muss einschließlich aller Änderungen mindestens 14 Monate nach dem letzten Lastschufteinzug im Original aufbewahrt werden)</li> <li>○ Übernahme bestehender Einzugsermächtigungen als SEPA-Lastschriftmandate                   <ul style="list-style-type: none"> <li>▪ Bereinigung von Stammdaten, soweit Einzugsermächtigungen nicht mehr benötigt</li> <li>▪ Prüfen, ob bestehende Einzugsermächtigungen wirksam erteilt wurden (Umgang mit nicht-schriftlichen Einzugsermächtigungen regeln)</li> <li>▪ Mandatsreferenzen für bestehende Einzugsermächtigungen neu vergeben und in die Stammdaten einpflegen oder vorhandene Merkmale verwenden</li> </ul> </li> <li>○ Überwachung der Gültigkeit der Mandate (Verfall nach 36 Monaten Nicht-Gebrauch)</li> </ul> </li> <li>▪ Verfahren und Prozesse zur Einholung neuer Lastschriftmandate anpassen (Vordrucke den Rechnungen, Bescheiden usw. beifügen, Formulare auf der Internetseite im virtuellen Rathaus bereitstellen)</li> <li>▪ Anpassung der Prozesse für die (ausschließlich beleglose) Einreichung von Lastschriften (dabei neue Einreichungsfristen beachten)</li> <li>▪ Vorabankündigung (Pre-Notification, d.h. Information über den Einzug mindestens 14 Kalendertage vor Einzug der SEPA-Basislastschrift) in die Geschäftsprozesse integrieren               <ul style="list-style-type: none"> <li>○ z.B. Hinweis auf Bescheiden, Rechnungen, Verträgen .....</li> <li>○ Schnittstelle zwischen Finanzwesen-Verfahren und Fachverfahren, wenn die Vorabankündigung aus den Fachverfahren heraus erfolgt</li> <li>○ Verkürzung der Frist durch Vereinbarung? Bei Steuern und Abgaben nicht möglich</li> </ul> </li> </ul>	

Was ist zu tun?		Hinweise und Empfehlungen	Umsetzungs- stand
		<ul style="list-style-type: none"> <li>▪ Anpassung der Prozesse zur Bearbeitung von Rücklastschriften (neue Widerspruchsfristen – 8 Wochen nach Belastung ohne Angabe von Gründen bzw. 13 Monate, wenn kein gültiges SEPA-Mandat vorliegt)</li> <li>▪ Umstellung auf SEPA-Basislastschriften               <ul style="list-style-type: none"> <li>○ Testlauf mit Testdaten</li> <li>○ Umstellungstermin festlegen</li> <li>○ Umstellung auf Echtbetrieb</li> </ul> </li> <li>▪ Übernahme bestehender Einzugsermächtigungen in SEPA-Lastschriftmandate               <ul style="list-style-type: none"> <li>○ Umstellungs-/Wandlungstermin festlegen</li> <li>○ Bestands“kunden“ unter Angabe der eigenen CI und Mandatsreferenz darüber informieren, dass die vorliegenden Einzugsermächtigungen ab einem festen Zeitpunkt als SEPA-Mandate genutzt werden</li> </ul> </li> <li>▪ SEPA-Firmenlastschriften für Kommunen als Zahlungsempfänger?               <ul style="list-style-type: none"> <li>○ Anwendungsbereich prüfen (nur für Firmen und nicht für Endverbraucher, d.h. im Wesentlichen für Gewerbesteuer)</li> <li>○ Technische Realisierbarkeit in den Finanzwesen-Verfahren und Fachverfahren prüfen (Parallelität von SEPA-Basislastschrift und SEPA-Firmenlastschrift möglich? Z.B. Verbrauchsabrechnung Wasser/Abwasser – Vorlagefristen sind unterschiedlich)</li> </ul> </li> <li>▪ Realisierung (hier nicht näher beschrieben)</li> </ul>	
7	Zahlungseingänge	<ul style="list-style-type: none"> <li>▪ Testdateien Zahlungen (Umsätze) im SEPA-Format zu-senden lassen und Verarbeitung/Auslesung von Kontoauszügen prüfen</li> <li>▪ Umstellungstermin festlegen</li> <li>▪ Umstellung auf Echtbetrieb</li> </ul>	
8	Kartenzahlungen	<ul style="list-style-type: none"> <li>▪ Kartenlesegeräte umstellen</li> <li>▪ Lastschrift (ELV)</li> </ul>	
9	Sonstiges		

## 7.1.2 Muster eines Zeitplans für die Umstellung

Balkenplan															
Datum:															
Projekt: SEPA Einführung															
Behörde:															
Projektleiter:															
Was	Wer	Termin Ende	Nr.	November 12	Dezember 12	Januar 13	Oktober 13	November 13	Dezember 13	Januar 14	Februar 14				
Behördenleitung informieren			1.1.1.												
Beteiligung der Fachabteilungen			1.1.2.												
Intranetauftritt aktualisieren			1.1.3.												
Benennung Verantwortlicher			1.2.1.												
Festlegung Zeitplan			1.2.2.												
Interne Richtlinie für SEPA entwerfen			1.2.3.												
Information der Zahlungspflichtigen			2.1.1.												
Internetauftritt aktualisieren			2.1.2.												
Information der Kreditinstitute			2.1.3.												
SEPA-Fähigkeit des Buchhaltungsprogramms prüfen			2.2.1.												
SEPA-Fähigkeit des Bankenprogramms prüfen			2.2.2.												
SEPA-Fähigkeit der Schnittstellen prüfen			2.2.3.												
Gläubiger-ID beantragen			2.2.4.												
Neufassung der Inkassovereinbarung mit den Kreditinstituten abschließen			2.2.5.												
Stammdaten Bereinigung (alte Lastschriften löschen)			2.2.6.												
Testbereich anlegen			3.1.1.												
Bankdaten im Testbereich auf SEPA umstellen			3.1.2.												
Testdaten erfassen			3.1.3.												
Testdateien erstellen			3.1.4.												
Testdaten aus Bankdatei (Kontoauszüge) einlesen			3.1.5.												
Informationen an Zahler prüfen			3.1.6.												
Pilotbereich zu Testzwecken festlegen (Fachverfahren)			3.2.1.												
Testdaten erfassen (Fachverfahren)			3.2.2.												
Testdateien erstellen (Fachverfahren)			3.2.3.												
Testdaten des Pilotbereichs einlesen (Fachverfahren)			3.2.4.												
Informationen an Zahler/Buchhaltung (Fachverfahren)			3.2.5.												
Testlauf mit Kreditinstituten vereinbaren			4.1.1.												
Testdateien Überweisungen versenden			4.1.2.												
Testdateien Lastschriften versenden			4.1.3.												
Testdateien Zahlungen (Umsätze) in SEPA-Format zusenden lassen			4.1.4.												
Datensicherung durchführen (Buchhaltung)			5.1.1.												
Bankverbindung auf SEPA umstellen (Buchhaltung)			5.1.2.												
Kontrolle der Zahlungen (Buchhaltung)			5.1.3.												
Kontrolle der Rückläufe (Buchhaltung)			5.1.4.												
Datensicherung durchführen (Fachverfahren)			5.2.1.												
Umstellung auf SEPA-Daten (Fachverfahren)			5.2.2.												
Kontrolle der Daten (Fachverfahren)			5.2.3.												
Kontrolle der Rückläufe (Fachverfahren)			5.2.4.												
DFÜ- und Inkassovereinbarung (Kreditinstitute)			6.1.1.												
Datenaustausch klären (Kreditinstitute)			6.1.2.												
Information über SEPA-Umstellung (Zahlungsempfänger und Zahler)			6.2.1.												
Rechtzeitige Pre-Notification (Zahlungsempfänger und Zahler)			6.2.2.												
Kartenlesegeräte umstellen (Zahlungsempfänger und Zahler)			6.2.3.												



### 7.1.3 Verwendung einer SEPA-Checkliste der Sparkassen

#### Checkliste für Kommunen zur Umstellung auf SEPA-Zahlverfahren

##### Organisation

- ☐ SEPA-Verantwortlichen benennen.
- ☐ Festlegung Zeitplan mit Entscheidung über den genauen Zeitpunkt der Umstellung (entweder gemeinsamer Umstellungszeitpunkt für SEPA-Überweisungen und SEPA-Lastschriften oder getrennte Umstellung mit teilweisem Parallelbetrieb).
- ☐ Interne Richtlinien schaffen oder bestehende Dienstanweisungen im Hinblick auf die Einführung und den Umgang mit den neuen Zahlungsverkehrsprodukten ergänzen.

##### EDV-Systeme

- ☐ Festlegung, welche SEPA-Datenelemente (z.B. IBAN, BIC, Gläubiger-Identifikationsnummer, Mandatsreferenz) in den Datenbestand übernommen werden müssen und welche weiteren Elemente übernommen werden sollen (z.B. prüfziffergesicherte Kundenreferenznummer nach ISO 11649:2009 oder End-to-End-Identification).
- ☐ Prüfung, in welche Datenbanken, Systeme und Anwendungen die SEPA-Datenelemente zu implementieren sind; eine Umstellung auf die SEPA-Datenelemente ist erforderlich für den direkten Austausch von Zahlungsverkehrsdateien mit dem Kreditinstitut (Senden und Empfangen) und bei indirekter Verarbeitung über die Buchhaltungssoftware (Schnittstellenverarbeitung) sowie bei Übernahme aus der Buchhaltungssoftware.
- ☐ Prüfung der SEPA-Fähigkeit der Buchhaltungssoftware und der eingesetzten Fachanwendungen (hier sind auch Fachanwendungen zu berücksichtigen, die bei Rechenzentren geführt werden); zu prüfen ist nicht nur, ob die jeweilige Software in der Lage ist, die SEPA-Datenelemente aufzunehmen, sondern auch, ob das ISO-20022-XML-Format gelesen und verarbeitet werden kann.
- ☐ SEPA-Datenelemente der eigenen Bankverbindungen in die Buchhaltungssoftware und die Fachanwendungen einpflegen.
- ☐ Konvertierung der vorhandenen Stammdaten (sowohl im Kreditor- als auch im Debitorbereich müssen IBAN und BIC eingepflegt werden).
- ☐ Nichtkonvertierbare Stammdaten abfragen.
- ☐ Verknüpfung Mandatsreferenz mit Stammdaten und Steuer- und Veranlagungsdaten sicherstellen.
- ☐ Integration des Verzeichnisses der erreichbaren Zahlungsdienstleister der Deutschen Bundesbank (SCL-Directory). Bezugsquelle: Deutsche Bundesbank ([www.bundesbank.de](http://www.bundesbank.de)).
- ☐ Verwendungszweck-Angaben auf 140 Zeichen eingrenzen.
- ☐ SEPA-Textschlüssel (Purpose Codes) erfassen und Zuordnung bei der automatisierten Verbuchung von Einzahlungen anpassen.

**Gerade im Zusammenhang mit der eingesetzten Software sind eine rechtzeitige Planung und umfangreiche Tests sowie eine enge Zusammenarbeit mit den Softwareanbietern hinsichtlich der Umstellung ausdrücklich zu empfehlen.**

##### Vordrucke

- ☐ Zahlscheine und Überweisungsvordrucke auf SEPA-Vordrucke umstellen.
- ☐ Für Lastschriftzahlungen auf Kombimandate oder SEPA-Lastschriftmandate umstellen.
- ☐ Bescheide, Rechnungen und Kopfbögen mit IBAN und BIC versehen.
- ☐ Vordruck für Vorabankündigung entwerfen oder Ergänzungen in Bescheiden, Rechnungen, etc. vornehmen.
- ☐ Neben den papierhaften Bescheiden, Vordrucken, etc. sind auch die automatisiert hinterlegten Korrespondenzdaten und elektronischen Vordrucke anzupassen.

##### Umstellung auf SEPA-Überweisung

- ☐ Prüfung der Arbeitsabläufe und Kennzeichnung der Überweisungen (Purpose-Codes).
- ☐ Prüfung der Größe der zu übergebenden Dateien (u.U. ZIP-Dateien verwenden).
- ☐ Festlegung von Geschäftsprozessen bei Rückläufen.
- ☐ ggf. DFÜ-Vereinbarung mit dem Kreditinstitut anpassen.

## Umstellung auf SEPA-Lastschrift

- ☐ Gläubiger-Identifikationsnummer beantragen und in den Stammdaten hinterlegen:  
[www.glaeubiger-id.bundesbank.de](http://www.glaeubiger-id.bundesbank.de)
- ☐ Neue Inkassovereinbarungen für die SEPA-Lastschriftverfahren mit dem Kreditinstitut/den Kreditinstituten abschließen.
- ☐ Mandatsverwaltung (Entscheidung zentral/dezentral; Verknüpfung zu Stammdaten und Forderungsdaten sicherstellen).
- ☐ SEPA-Basislastschrift: Weiternutzung rechtswirksam erteilter Einzugsermächtigungen (Datum des SEPA-Lastschriftmandats = Datum der Umstellungsinformation an den Bürger oder Antragsteller).
  - ☐ Benachrichtigung des Zahlungspflichtigen über Umstellung und Mitteilung der Gläubiger-Identifikationsnummer und der Mandatsreferenz - Zeitpunkt und Anlass (z.B. Jahresbescheid über Realsteuern) festlegen.
- ☐ Abbuchungsverfahren: bestehende Abbuchungsaufträge prüfen und klären, welches SEPA-Lastschriftverfahren bei diesen Bürgern oder Antragstellern künftig genutzt werden soll.
  - ☐ Zahlungspflichtiger = Verbraucher ⇒ Einholung eines SEPA-Lastschriftmandats für die SEPA-Basislastschrift (ggf. Kombimandat).
  - ☐ Zahlungspflichtiger = Nichtverbraucher ⇒ Einholung eines SEPA-Firmenlastschriftmandats möglich
- ☐ Festlegung der Logik für die Erteilung neuer SEPA-Lastschriftmandate (z.B. forderungs- oder personenbezogen) und Vergabe einer eindeutigen Mandatsreferenznummer.
- ☐ Nutzung der Mandatsvorgaben/-mustertexte der SEPA-Lastschriftmandate (Mustervordrucke sind bei den Sparkassen und Landesbanken erhältlich).
- ☐ Einholung neuer SEPA-Firmenlastschriftmandate (Hinweis: Erteilung eines Mandats muss durch den Zahlungspflichtigen gegenüber seinem Kreditinstitut vor Einlösung der ersten Lastschrift bestätigt werden). Bitte beachten: Teilnehmende Banken immer im SCL-Directory prüfen, da keine Teilnahmeverpflichtung für Zahlungsdienstleister besteht! Ggf. prüfen, ob Nichtverbraucher von der Einzugsermächtigungslastschrift auf die SEPA-Firmenlastschrift umgestellt werden sollen (z.B. für Gewerbesteuerzahlungen).
- ☐ Regelung zur Umsetzung der Erstellung und des Versands der Vorabinformation an Zahlungspflichtige treffen.

Soweit nicht anders vereinbart, ist der Bürger oder Antragsteller mindestens 14 Tage vor Einzug der Lastschrift zu informieren (kann z.B. in Form eines Bescheids, einer Rechnung, eines Zahlplans erfolgen). Frist kann auch soweit durch Vereinbarung verkürzt werden, dass ein Zugang der Vorabankündigung beim Zahlungspflichtigen vor Belastung gewährleistet ist.
- ☐ Weiterleitung und Vorlage der Zahlungsverkehrsdateien unter Beachtung der neuen Einreichungsfristen (siehe Inkassovereinbarung mit der Sparkasse oder Landesbank).
- ☐ Verarbeitung von Lastschriftrückgaben (R-Transaktion) mit Festlegung der Auswirkungen auf die Mandatsverwaltung (z.B. ein Mandat ruhend stellen oder löschen); Auswertung und Kategorisierung des Rückgabecodes (ISO Reason Codes bei Nutzung von XML-camt oder Textschlüsselergänzung im MT940/DTI).
- ☐ Zuordnung zur Originaltransaktion (End-to-End-Identification).

Quelle: DSGVO

## 7.1.4 Beispielhafte Checklisten für einzelne Einnahmearten (Steuern und Gebühren)

### 7.1.4.1 Gewerbesteuer

Steuer-bzw. Abgabenart	Gewerbesteuer
Rechtliche Grundlagen	GewStG, örtliche Hebesatzsatzung
Entstehung	<ul style="list-style-type: none"><li>▪ Mit Ablauf des Erhebungszeitraums (Kalenderjahres), § 18 GewStG</li><li>▪ Vorauszahlungen mit Beginn des Quartals (§ 21 GewStG)</li></ul>
Festsetzung	<ul style="list-style-type: none"><li>▪ Vorauszahlungen (VZ)</li><li>▪ Endgültiger Bescheid</li><li>▪ Änderungsbescheide</li></ul>
Fälligkeit	<ul style="list-style-type: none"><li>▪ Vorauszahlungen am 15.2, 15.5., 15.8. und 15.11. (§ 19 Abs. 1 GewStG)</li><li>▪ „fünfte“ VZ ein Monat nach Bescheidbekanntgabe (§ 19 Abs. 3 GewStG)</li><li>▪ Abschlusszahlung ein Monat nach Bescheidbekanntgabe (§ 20 Abs. 2 GewStG)</li><li>▪ Überzahlung (VZ &gt; Jahressteuer) mit Bescheidbekanntgabe (§ 220 Abs. 2 AO).</li><li>▪ Nachforderungen auf Grund Änderungsbescheid ein Monat nach Bescheidbekanntgabe</li></ul>
Umstellung auf SEPA-Lastschrift	<ul style="list-style-type: none"><li>▪ Umstellungsdatum .....</li><li>▪ Wandlungsschreiben werden erzeugt am .....</li><li>▪ Vorabankündigung am .....</li><li>▪ Erste SEPA-Lastschrift wäre die zum .....</li></ul>

#### 7.1.4.2 Wasser- und Abwassergebühren

Steuer-bzw. Abgabenart	Wasserversorgungsgebühr
Rechtliche Grundlagen	KAG, örtliche Wasserversorgungssatzung - WVS, z.B. auf der Grundlage des Satzungsmusters des Gemeindetags Baden-Württemberg (BWGZ 22/2012 S. 959)
Entstehung	<ul style="list-style-type: none"> <li>▪ Mit Ablauf des Kalenderjahres = Veranlagungszeitraum (§ 46 Abs. 1 Muster WVS GT BW);</li> <li>▪ mit Ende des Benutzungsverhältnisses, wenn Benutzungsverhältnis vorher endet (§ 46 Abs. 1 Satz 2 Muster WVS GT BW);</li> <li>▪ zum Beginn des nachfolgenden Monats bei Wechsel des Gebührenschuldners (§ 46 Abs. 2 Muster WVS GT BW)</li> <li>▪ Vorauszahlungen grds. mit Beginn des Quartals, § 47 Abs. 1 Satz 2 Muster WVS GT BW).</li> </ul>
Festsetzung	<ul style="list-style-type: none"> <li>▪ Vorauszahlungen (VZ)</li> <li>▪ Endgültiger Bescheid</li> <li>▪ Ggf. Änderungsbescheide</li> </ul>
Fälligkeit	<ul style="list-style-type: none"> <li>▪ Vorauszahlungen mit Ende des Kalendervierteljahres (§ 48 Abs. 2 Muster WVS GT BW), also z.B. zum 31.10.2013 oder 31.12.2013;</li> <li>▪ Abschlusszahlung innerhalb eines Monats nach Bescheidbekanntgabe (§ 48 Abs. 1 Muster WVS GT BW), z.B. für 2012 am 7.3.2013, für 2013 am 7.3.2014;</li> <li>▪ Überzahlung (VZ &gt; Jahresgebühr) mit Bescheidbekanntgabe (§ 220 Abs. 2 AO).</li> <li>▪ Nachforderungen auf Grund Änderungsbescheid ein Monat nach Bescheidbekanntgabe</li> </ul>
Umstellung auf SEPA-Lastschrift	<ul style="list-style-type: none"> <li>▪ Umstellungsdatum .....</li> <li>▪ Wandlungsschreiben werden erzeugt am .....</li> <li>▪ Vorabankündigung am .....</li> <li>▪ Erste SEPA-Lastschrift wäre die zum .....</li> </ul>

Steuer-bzw. Abgabenart	Abwassergebühr (Schmutzwassergebühr und Niederschlagswassergebühr)
Rechtliche Grundlagen	KAG, örtliche Abwassersatzung - AbWS, z.B. auf der Grundlage des Satzungsmusters des Gemeindetags Baden-Württemberg (BWGZ 22/2012 S. 940)
Entstehung	<ul style="list-style-type: none"> <li>▪ Mit Ablauf des Kalenderjahres = Veranlagungszeitraum (§ 43 Abs. 1 Muster AbwS GT BW);</li> <li>▪ mit Ende des Benutzungsverhältnisses, wenn Benutzungsverhältnis vorher endet (§ 43 Abs. 1 Satz 2 Muster AbwS GT BW);</li> <li>▪ zum Beginn des nachfolgenden Monats bei Wechsel des Gebührenschuldners (§ 43 Abs. 2 Muster AbwS GT BW)</li> <li>▪ Vorauszahlungen grds. mit Beginn des Quartals, § 44 Abs. 1 Satz 2 Muster AbwS GT BW).</li> </ul>
Festsetzung	<ul style="list-style-type: none"> <li>▪ Vorauszahlungen (VZ)</li> <li>▪ Endgültiger Bescheid</li> <li>▪ Ggf. Änderungsbescheide</li> </ul>
Fälligkeit	<ul style="list-style-type: none"> <li>▪ Vorauszahlungen mit Ende des Kalendervierteljahres (§ 45 Abs. 2 Muster AbwS GT BW), also z.B. zum 31.10.2013 oder 31.12.2013;</li> <li>▪ Abschlusszahlung innerhalb eines Monats nach Bescheidbekanntgabe (§ 45 Abs. 1 Muster AbwS GT BW), z.B. für 2012 am 7.3.2013, für 2013 am 7.3.2014;</li> <li>▪ Überzahlung (VZ &gt; Jahresgebühr) mit Bescheidbekanntgabe (§ 220 Abs. 2 AO).</li> <li>▪ Nachforderungen auf Grund Änderungsbescheid ein Monat nach Bescheidbekanntgabe</li> </ul>
Umstellung auf SEPA-Lastschrift	<ul style="list-style-type: none"> <li>▪ Umstellungsdatum .....</li> <li>▪ Wandlungsschreiben werden erzeugt am .....</li> <li>▪ Vorabankündigung am .....</li> <li>▪ Erste SEPA-Lastschrift wäre die zum .....</li> </ul>

## **7.1.5 Beispiele für Mitarbeiter-Informationen (Intranet, Mitarbeiterrundschreiben)**

### **7.1.5.1 Landratsamt Rhein-Neckar-Kreis, Kämmereiamt November 2012**

In den Medien taucht immer öfter der Begriff SEPA auf. Im Folgenden möchten wir vermitteln was sich dahinter verbirgt. Des Weiteren möchten wir aufzeigen, welche Auswirkungen und Umstellungen dies beim Rhein-Neckar-Kreis zur Folge haben wird.

SEPA (Single Euro Payments Area) ist ein einheitlicher Euro-Zahlungsverkehrsraum, in dem alle Zahlungen wie inländische Zahlungen behandelt werden. Neben den 27 EU-Staaten nehmen noch Island, Liechtenstein, Norwegen, die Schweiz und Monaco teil. Mit SEPA wird nicht mehr - wie derzeit - zwischen nationalen und grenzüberschreitenden Zahlungen unterschieden. Nutzer von Zahlungsverkehrsdienstleistungen können mit SEPA bargeldlose Euro-Zahlungen von einem einzigen Konto vornehmen und hierbei einheitliche Zahlungsinstrumente (SEPA-Überweisung, SEPA-Lastschrift und SEPA-Kartenzahlungen) ebenso einfach, effizient und sicher einsetzen wie die heutigen Zahlungsverkehrsinstrumente auf nationaler Ebene.

#### **Ziele von SEPA**

Mit der Einführung des Euro als gemeinsame Währung im Jahr 1999 und der Euro-Banknoten und -Münzen im Jahr 2002 wurden bereits wichtige Grundlagen für einen einheitlichen Euro-Zahlungsverkehrsraum gelegt. Die Einwohner des Euroraums können seitdem Barzahlungen im gesamten Euro-Währungsgebiet ebenso einfach durchführen wie zuvor mit der nationalen Währung im eigenen Land.

Die Einführung des Euro führte jedoch noch nicht zur Verwirklichung eines Binnenmarktes im unbaren Zahlungsverkehr. Die Zahlungsverkehrsmärkte in Europa sind immer noch stark fragmentiert. So verfügt jedes Land über eigene technische Standards, z.B. in Bezug auf die Kontonummern- Systematik oder das Datenformat für den Zahlungsaustausch. Des Weiteren sind die einzelnen Zahlungsverfahren in jedem Land unterschiedlich ausgestaltet. So bestehen z.B. deutliche Unterschiede zwischen einem deutschen und einem französischen Lastschriftverfahren. Folglich wird der unbare Zahlungsverkehr heute noch nahezu allein über nationale Dienstleister und Clearinghäuser abgewickelt.

Mit SEPA werden diese traditionellen Strukturen aufgebrochen. Künftig wird es in Europa einheitliche Verfahren und Standards geben, so dass jeder Kunde Überweisungen, Lastschriften und Kartenzahlungen in einheitlicher Weise überall in Europa einsetzen kann. Durch die Harmonisierung können die Bankkunden ihren gesamten Euro-Zahlungsverkehr über eine beliebige Bank im Euroraum abwickeln. Die Abschottung der bisherigen nationalen Märkte wird zu Gunsten eines europaweiten Zahlungsverkehrsmarktes aufgehoben und europaweiter Wettbewerb geschaffen. SEPA betrifft also nicht nur den grenzüberschreitenden Euro-Zahlungsverkehr, sondern soll zu einer vollständigen Integration der nationalen Zahlungsverkehrsmärkte führen. Damit wird der Umbau der europäischen Zahlungsverkehrslandschaft auch nationale Strukturen berühren.

#### **Zeitliche Rahmenbedingungen für SEPA beim Rhein-Neckar-Kreis**

Durch die EU-Verordnung wurde festgelegt, dass als gemeinsamer Endtermin für die nationalen Überweisungsverfahren und Lastschriftverfahren der 1. Februar 2014 gilt.

Ab diesem Zeitpunkt muss beim Rhein-Neckar-Kreis alles auf die SEPA Überweisungen umgestellt sein. Als interner Endtermin für das Projekt „SEPA beim Rhein-Neckar-Kreis“ wurde der 01. November 2013 festgelegt.

Die SEPA-Umstellung wird vom Kämmereiamt federführend begleitet, andere Ämter und Abteilungen des Rhein-Neckar-Kreises werden im Zuge der Umstellung von Fachverfahren und Bescheiden auf SEPA-Anforderungen zum Projekt hinzugezogen. Der Aufwand der SEPA-Umstellung wird vom Gemeindetag Baden-Württemberg mit der Euro-Einführung gleichgesetzt.

Als Vertreter des Landkreistages Baden-Württemberg nehmen die Herren Moringen und Rensch des Rhein-Neckar-Kreises an einem „Arbeitskreis SEPA“ des Gemeindetags Baden-Württemberg teil. Es wird angestrebt, für ganz Baden-Württemberg Richtlinien und Hilfen für die Kommunen zur Umsetzung von SEPA zu erstellen. Das interne Projekt SEPA des Rhein-Neckar-Kreises wurde zum 01.11.2012 gestartet. Als Projektleiter wurde Herr Rensch benannt.

## Auswirkungen von SEPA im privaten Bereich

Auch im privaten Bereich wird die SEPA-Umstellung ihre Spuren hinterlassen, allerdings gilt im privaten Bereich eine verlängerte Frist, bevor SEPA genutzt werden muss nämlich bis 2016.

Einige grundsätzliche Fragen zur SEPA Umstellung haben wir nachfolgend zusammengestellt:

### Welche Vorteile bringt SEPA für Verbraucher?

*Die SEPA-Verfahren können sowohl für Inlandszahlungen als auch für grenzüberschreitende Zahlungen genutzt werden. Sie können mit der SEPA-Überweisung beispielsweise das Ferienhaus an der deutschen Ostseeküste oder das an der portugiesischen Algarve bezahlen.*

*Sie können aber auch ganz bequem europaweit Ihre fälligen Rechnungsbeträge vom Konto abbuchen lassen. Die SEPA-Lastschrift bietet einen weiteren Vorteil: Durch die Einführung eines exakten Fälligkeitstermins wissen Sie zukünftig genau, wann die Belastung Ihres Kontos erfolgt und können so Ihre Liquiditätsplanung optimieren. Beachten Sie bitte: Sie müssen vorab den Zahlungsempfänger durch ein sogenanntes SEPA-Lastschriftmandat zum Einzug des Geldes ermächtigen.*

### Was bedeuten IBAN und BIC?

*IBAN (International Bank Account Number) ist die internationale Kontonummer. Diese besteht hauptsächlich aus der Bankleitzahl und der Kontonummer, z. B. DE41641500200002000709. Die IBAN können Sie bereits heute Ihrem Kontoauszug entnehmen.*

*BIC (Business Identifier Code) ist die internationale Bankleitzahl des Kreditinstitutes, z. B. SOLADES1TUB. Die BIC können Sie auch Ihrem Kontoauszug entnehmen.*

### Kann ich auch zukünftig meine Überweisung mit Kontonummer und Bankleitzahl tätigen?

*Die deutschen Banken werden von der sogenannten „Konvertierungslösung“ Gebrauch machen, um ihren Kunden die Umstellung auf die SEPA-Zahlverfahren so bequem wie möglich zu gestalten. Das bedeutet, Privatkunden können weiterhin bis 2016 die deutsche Kontonummer und Bankleitzahl für die Beauftragung von Zahlungen angeben und die Banken werden diese in die neuen Kundenkennungen IBAN und BIC umrechnen. Auch im Online-Banking wird eine entsprechende Unterstützung zur Verfügung gestellt werden.*

### Betreffen die Änderungen durch SEPA auch das Online-Banking?

*Beim Online-Banking wird Ihnen die SEPA-Überweisung ebenfalls angeboten. Alle bisherigen Funktionen und Layouts bleiben erhalten.*

### Gibt es neue Zahlungsverkehrsvordrucke für die SEPA-Überweisung?

*Ja, für die SEPA-Überweisung gibt es neue Vordrucke. Die Überweisungsvordrucke für den nationalen Zahlungsverkehr können weiterhin genutzt werden.*

### Gelten meine erteilten Einzugsermächtigungen auch für die SEPA-Lastschrift?

*Für bereits bestehende Lastschriftinzüge aufgrund einer Einzugsermächtigung müssen Sie keine neuen SEPA-Lastschriftmandate erteilen. Hier bleiben die bestehenden Einzugsermächtigungen weiter gültig.*

### Was ist das SEPA-Lastschriftmandat?

*Durch das SEPA-Lastschriftmandat wird der Zahlungsempfänger ermächtigt, fällige Rechnungsbeträge vom Zahlungspflichtigen einzuziehen. Gleichzeitig wird auch das Kreditinstitut des Zahlungspflichtigen mit der Einlösung der Lastschrift beauftragt. Das Mandat kann selbstverständlich jederzeit durch den Zahlungspflichtigen gegenüber dem Zahlungsempfänger widerrufen werden. Ein SEPA-Lastschriftmandat kann entweder für eine einmalige oder für sich wiederholende Zahlungen erteilt werden.*

### Wie lange gilt das SEPA-Lastschriftmandat?

*Sofern das SEPA-Lastschriftmandat nicht für eine einmalige Zahlung erteilt wurde, gilt es unbefristet bis zum Widerruf durch den Zahlungspflichtigen bzw. maximal für 36 Monate nach der letzten Lastschrift.*

### Was ändert sich durch SEPA bei den Kartenzahlungen?

*Durch die Einführung von SEPA werden auch Kartenzahlungen vereinheitlicht. Betroffen davon sind die Debitkarten, besser bekannt als "EC-Karten", sowie die Kreditkarten.*

*Ziel der SEPA ist es, die technische Funktionsweise von Karten und Akzeptanzterminals so zu verbessern, dass EU-weit keine technologische Hürde der Akzeptanz von Karten entgegensteht. Darüber hinaus bieten europaweit einheitliche Sicherheitsstandards einen weiter verbesserten Schutz vor Missbrauch für Karteninhaber und Händler bei Kartenzahlungen in Europa.*

**Landratsamt Rhein-Neckar-Kreis, Kämmereiamt**

**November 2012**

## 7.2 Beispiele für eine Bürgerinformation der Kommune

### 7.2.1 Beispiel aus dem Rhein-Neckar-Kreis

#### **Redaktioneller Beitrag für das Mitteilungsblatt, die Tageszeitung, für einen Infobrief ....**

In den Medien taucht immer öfter der Begriff SEPA auf. Im Folgenden möchten wir vermitteln was sich dahinter verbirgt.

SEPA (Single Euro Payments Area) ist ein einheitlicher Euro-Zahlungsverkehrsraum, in dem alle Zahlungen wie inländische Zahlungen behandelt werden. Mit SEPA wird nicht mehr - wie derzeit - zwischen nationalen und grenzüberschreitenden Zahlungen unterschieden. Nutzer von Zahlungsverkehrsdienstleistungen können mit SEPA bargeldlose Euro-Zahlungen von einem einzigen Konto vornehmen und hierbei einheitliche Zahlungsinstrumente (SEPA-Überweisung, SEPA-Lastschrift und SEPA-Kartenzahlungen) ebenso einfach, effizient und sicher einsetzen wie die heutigen Zahlungsverkehrsinstrumente auf nationaler Ebene.

#### **Ziele von SEPA**

Mit der Einführung des Euro als gemeinsame Währung im Jahr 1999 und der Euro-Banknoten und -Münzen im Jahr 2002 wurden bereits wichtige Grundlagen für einen einheitlichen Euro-Zahlungsverkehrsraum gelegt. Die Einwohner des Euroraums können seitdem Barzahlungen im gesamten Euro-Währungsgebiet ebenso einfach durchführen wie zuvor mit der nationalen Währung im eigenen Land.

Die Einführung des Euro führte jedoch noch nicht zur Verwirklichung eines Binnenmarktes im unbaren Zahlungsverkehr. Die Zahlungsverkehrsmärkte in Europa sind immer noch stark fragmentiert. So verfügt jedes Land über eigene technische Standards, z.B. in Bezug auf die Kontonummern- Systematik oder das Datenformat für den Zahlungsaustausch. Des Weiteren sind die einzelnen Zahlungsverfahren in jedem Land unterschiedlich ausgestaltet. So bestehen z.B. deutliche Unterschiede zwischen einem deutschen und einem französischen Lastschriftverfahren. Folglich wird der unbare Zahlungsverkehr heute noch nahezu allein über nationale Dienstleister und Clearinghäuser abgewickelt.

Mit SEPA werden diese traditionellen Strukturen aufgebrochen. Künftig wird es in Europa einheitliche Verfahren und Standards geben, so dass jeder Kunde Überweisungen, Lastschriften und Kartenzahlungen in einheitlicher Weise überall in Europa einsetzen kann. Durch die Harmonisierung können die Bankkunden ihren gesamten Euro-Zahlungsverkehr über eine beliebige Bank im Euroraum abwickeln. Die Abschottung der bisherigen nationalen Märkte wird zu Gunsten eines europaweiten Zahlungsverkehrsmarktes aufgehoben und europaweiter Wettbewerb geschaffen. SEPA betrifft also nicht nur den grenzüberschreitenden Euro-Zahlungsverkehr, sondern soll zu einer vollständigen Integration der nationalen Zahlungsverkehrsmärkte führen. Damit wird der Umbau der europäischen Zahlungsverkehrslandschaft auch nationale Strukturen berühren.

#### **Auswirkungen von SEPA im privaten Bereich**

Auch im privaten Bereich wird die SEPA-Umstellung ihre Spuren hinterlassen, allerdings gilt im privaten Bereich eine verlängerte Frist, bevor SEPA genutzt werden muss nämlich bis 2016.

Einige grundsätzliche Fragen zur SEPA Umstellung haben wir nachfolgend zusammengestellt:

#### **Welche Vorteile bringt SEPA für Verbraucher?**

*Die SEPA-Verfahren können sowohl für Inlandszahlungen als auch für grenzüberschreitende Zahlungen genutzt werden. Sie können mit der SEPA-Überweisung beispielsweise das Ferienhaus an der deutschen Ostseeküste oder das an der portugiesischen Algarve bezahlen.*

*Sie können aber auch ganz bequem europaweit Ihre fälligen Rechnungsbeträge vom Konto abbuchen lassen. Die SEPA-Lastschrift bietet einen weiteren Vorteil: Durch die Einführung eines exakten Fälligkeitstermins wissen Sie zukünftig genau, wann die Belastung Ihres Kontos erfolgt und können so Ihre Liquiditätsplanung optimieren. Beachten Sie bitte: Sie müssen vorab den Zahlungsempfänger durch ein sogenanntes SEPA-Lastschriftmandat zum Einzug des Geldes ermächtigen.*

#### **Kann ich auch zukünftig meine Überweisung mit Kontonummer und Bankleitzahl tätigen?**

*Die deutschen Banken werden von der sogenannten „Konvertierungslösung“ Gebrauch machen, um ihren Kunden die Umstellung auf die SEPA-Zahlverfahren so bequem wie möglich zu gestalten. Das bedeutet, Privatkunden können weiterhin bis 2016 die deutsche Kontonummer und Bankleitzahl für die Beauftragung von Zahlungen angeben und die Banken werden diese in die neuen Kundenkennungen IBAN und BIC umrechnen. Auch im Online-Banking wird eine entsprechende Unterstützung zur Verfügung gestellt werden.*

#### **Betreffen die Änderungen durch SEPA auch das Online-Banking?**

*Beim Online-Banking wird Ihnen die SEPA-Überweisung ebenfalls angeboten. Alle bisherigen Funktionen und Layouts bleiben erhalten.*

**Gibt es neue Zahlungsverkehrsvordrucke für die SEPA-Überweisung?**

*Ja, für die SEPA-Überweisung gibt es neue Vordrucke. Die Überweisungsvordrucke für den nationalen Zahlungsverkehr können weiterhin genutzt werden.*

**Gelten meine erteilten Einzugsermächtigungen auch für die SEPA-Lastschrift?**

*Für bereits bestehende Lastschriftinzüge aufgrund einer Einzugsermächtigung müssen Sie keine neuen SEPA-Lastschriftmandate erteilen. Hier bleiben die bestehenden Einzugsermächtigungen weiter gültig.*

**Was ist das SEPA-Lastschriftmandat?**

*Durch das SEPA-Lastschriftmandat wird der Zahlungsempfänger ermächtigt, fällige Rechnungsbeträge vom Zahlungspflichtigen einzuziehen. Gleichzeitig wird auch das Kreditinstitut des Zahlungspflichtigen mit der Einlösung der Lastschrift beauftragt. Das Mandat kann selbstverständlich jederzeit durch den Zahlungspflichtigen gegenüber dem Zahlungsempfänger widerrufen werden. Ein SEPA-Lastschriftmandat kann entweder für eine einmalige oder für sich wiederholende Zahlungen erteilt werden.*

**Wie lange gilt das SEPA-Lastschriftmandat?**

*Sofern das SEPA-Lastschriftmandat nicht für eine einmalige Zahlung erteilt wurde, gilt es unbefristet bis zum Widerruf durch den Zahlungspflichtigen bzw. maximal für 36 Monate nach der letzten Lastschrift.*

**Was ändert sich durch SEPA bei den Kartenzahlungen?**

*Durch die Einführung von SEPA werden auch Kartenzahlungen vereinheitlicht. Betroffen davon sind die Debitkarten, besser bekannt als "EC-Karten", sowie die Kreditkarten.*

*Ziel der SEPA ist es, die technische Funktionsweise von Karten und Akzeptanzterminals so zu verbessern, dass EU-weit keine technologische Hürde der Akzeptanz von Karten entgegensteht. Darüber hinaus bieten europa-weit einheitliche Sicherheitsstandards einen weiter verbesserten Schutz vor Missbrauch für Karteninhaber und Händler bei Kartenzahlungen in Europa.*



## 7.3 Beispiel-Formulare für SEPA-Lastschriftmandate

### 7.3.1 Allgemeines

Der Inhalt des SEPA-Lastschriftmandats bestimmt sich nach dem „SEPA Core Direct Debit Scheme Rulebook“ (Regelwerk für das SEPA-Basislastschriftverfahren) des European Payments Council (**Fehler! Hyperlink-Referenz ungültig.**). Die Gestaltung des SEPA-Lastschriftmandats ist nicht festgelegt, sondern nur dessen Inhalt.

Deutsche Übersetzungen des SEPA-Lastschriftmandats können von der Internetseite des EPC heruntergeladen werden:

[http://www.europeanpaymentscouncil.eu/content.cfm?page=core\\_sdd\\_mandate\\_translations](http://www.europeanpaymentscouncil.eu/content.cfm?page=core_sdd_mandate_translations)

[http://www.europeanpaymentscouncil.eu/content.cfm?page=sepa\\_b2b\\_dd\\_mandate\\_translations](http://www.europeanpaymentscouncil.eu/content.cfm?page=sepa_b2b_dd_mandate_translations)

Der rechtlich relevante Text des **SEPA-Basislastschriftmandats** ist im folgenden Wortlaut anzugeben:

*Ich ermächtige (Wir ermächtigen) [Name des Zahlungsempfängers], Zahlungen von meinem (unserem) Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von [Name des Zahlungsempfängers] auf mein (unser) Konto gezogenen Lastschriften einzulösen.*

*Hinweis: Ich kann (Wir können) innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem (unserem) Kreditinstitut vereinbarten Bedingungen.*

Der rechtlich relevante Text des **SEPA-Firmenlastschriftmandats** ist im folgenden Wortlaut anzugeben:

*Ich ermächtige (Wir ermächtigen) [Name des Zahlungsempfängers], Zahlungen von meinem (unserem) Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von [Name des Zahlungsempfängers] auf mein (unser) Konto gezogenen Lastschriften einzulösen.*

*Hinweis: Dieses Lastschriftmandat dient nur dem Einzug von Lastschriften, die auf Konten von Unternehmen gezogen sind. Ich bin (Wir sind) nicht berechtigt, nach der erfolgten Einlösung eine Erstattung des belasteten Betrages zu verlangen. Ich bin (Wir sind) berechtigt, mein (unser) Kreditinstitut bis zum Fälligkeitstag anzuweisen, Lastschriften nicht einzulösen.*

Zusätzlich müssen folgende Angaben auf dem SEPA-Lastschriftmandat enthalten sein:

- Name, Adresse und Gläubiger-ID. Letztere wird von der Deutschen Bundesbank vergeben. Vgl. [www.glaebiger-id.bundesbank.de](http://www.glaebiger-id.bundesbank.de).
- Mandatsreferenz.
- Angabe, ob das Mandat für wiederkehrende Zahlungen oder eine einmalige Zahlung gegeben wird.
- Name, Adresse, Kontoverbindung und Unterschrift des Kontoinhabers sowie Datum der Unterschrift.

Die vom Zahlungsempfänger individuell vergebene Mandatsreferenz

- bezeichnet in Verbindung mit der Gläubiger-Identifikationsnummer (Gläubiger-ID oder CI bzw. UCI) das jeweilige Mandat eindeutig,
- ist bis zu 35 alphanumerische Stellen lang und
- kann im Mandat enthalten sein oder dem Zahler nachträglich bekannt gegeben werden.

Der BIC des Kreditinstituts des Zahlers muss im SEPA-Lastschriftmandat enthalten sein und bei allen Lastschrifteinzügen angegeben werden:

- Bis zum 1. Februar 2014 bei Zahlungen innerhalb Deutschlands.
- Bis zum 1. Februar 2016 bei grenzüberschreitenden Zahlungen innerhalb des Europäischen Wirtschaftsraums (Europäische Union, Island, Liechtenstein und Norwegen).
- Bei Zahlungen außerhalb des Europäischen Wirtschaftsraums, zum Beispiel in die Schweiz und nach Monaco.

Weitere Quellen zum Download von Lastschriftformularen:

<http://www.die-deutsche-kreditwirtschaft.de/dk/zahlungsverkehr/sepa/inhalte-der-sepa/lastschrift.html>;

<https://lbbw-business.de/actions/internLink?dokumentId=1000015232>

### 7.3.2 Beispiel für das SEPA-Basislastschrift(Core)-Mandat

<b>Zahlungsempfänger</b> Vorname und Name / Firma: Straße und Hausnummer: Postleitzahl und Ort: Gläubiger-Identifikationsnummer Mandatsreferenz	
Ich ermächtige (Wir ermächtigen) den oben genannten Zahlungsempfänger, <input type="checkbox"/> einmalig eine Zahlung <input type="checkbox"/> wiederkehrende Zahlungen von meinem (unserem) Konto mittels SEPA-Basislastschrift einzuziehen. Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von oben genanntem Zahlungsempfänger auf mein (unser) Konto gezogene(n) Lastschrift(en) einzulösen. <b>Hinweis:</b> Ich kann (wir können) innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem (unseren) Kreditinstitut vereinbarten Bedingungen.	
<b>Zahlungspflichtiger (Kontoinhaber)</b> Vorname und Name /Firma: Straße und Hausnummer: Postleitzahl und Ort:  Kreditinstitut (Name): BIC: _____ _____ IBAN: DE ____ ____ ____ ____ ____ ____ Ort, Datum Unterschrift(en)	

Für den Fall eines vom Kontoinhaber abweichenden Schuldners müsste das Mandat wie folgt ergänzt werden:

*„Dieses SEPA-Lastschriftmandat gilt für die Vereinbarung (oder: den Vertrag / das Abonnement .....) mit ..... (Vorname und Name)“.*

Falls die Mandatsreferenz bei Erteilung des Lastschriftmandats noch nicht feststeht, müsste im Feld „Mandatsreferenz“ folgender Inhalt aufgenommen werden:

*„Wird separat mitgeteilt.“*

Wenn das SEPA-Lastschriftmandat in einen Vertrag mit aufgenommen wird, werden vom Vertragspartner zwei Unterschriften benötigt: Eine Unterschrift auf dem bzw. für den Vertrag und eine eigene Unterschrift für das SEPA-Lastschriftmandat.

Mandate, die 36 Monate nicht genutzt wurden, sind nicht mehr gültig (verfallen) und müssen neu eingeholt werden.

### 7.3.3 Beispiel für ein Kombimandat für Einzugsermächtigung und SEPA-Basislastschrift

Das Kombimandat ermöglicht Lastschrifteinzüge zunächst per

- Einzugsermächtigung auf der Basis des Lastschriftabkommens und zukünftig per
- SEPA-Lastschriftmandat gemäß den Bestimmungen des „SEPA Core Direct Debit Scheme Rulebook“.

Für die Einzugsermächtigungslastschrift werden Kontonummer und Bankleitzahl der IBAN entnommen. Ansonsten müsste der Zahler diese auf dem Kombimandat zusätzlich angeben.

Über den Wechsel vom Einzugsermächtigungsverfahren auf das SEPA-Basislastschriftverfahren muss der Zahler rechtzeitig unterrichtet werden (siehe hierzu Abschnitte 2.5.3.9 und 3.4.7.2.3).

#### **Zahlungsempfänger**

Vorname und Name / Firma:

Straße und Hausnummer:

Postleitzahl und Ort:

Gläubiger-Identifikationsnummer

Mandatsreferenz

#### **Erteilung einer Einzugsermächtigung und eines SEPA-Lastschriftmandats**

##### **1. Einzugsermächtigung**

Ich ermächtige (Wir ermächtigen) den oben genannten Zahlungsempfänger widerruflich, die von mir (uns) zu entrichtenden Zahlungen bei Fälligkeit durch Lastschrift von meinem (unserem) Konto einzuziehen.

##### **2. SEPA-Lastschriftmandat**

Ich ermächtige (Wir ermächtigen) den oben genannten Zahlungsempfänger, Zahlungen von meinem (unserem) Konto mittels SEPA-Basislastschrift einzuziehen.

Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von oben genanntem Zahlungsempfänger auf mein (unser) Konto gezogene(n) Lastschrift(en) einzulösen.

Hinweis: Ich kann (wir können) innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem (unseren) Kreditinstitut vereinbarten Bedingungen. Vor dem ersten Einzug einer SEPA-Basislastschrift wird mich (uns) der oben genannte Zahlungsempfänger über den Einzug in dieser Verfahrensart unterrichten.

#### **Zahlungspflichtiger (Kontoinhaber)**

Vorname und Name /Firma:

Straße und Hausnummer:

Postleitzahl und Ort:

Kreditinstitut (Name):

BIC:

IBAN:

Ort, Datum

Unterschrift(en)

\_\_\_\_\_|\_\_\_\_\_  
DE\_\_|\_\_\_\_|\_\_\_\_|\_\_\_\_|\_\_\_\_|\_\_

### 7.3.4 Umstellung von Einzugsermächtigungen auf das SEPA-Basislastschriftverfahren

Eine Einzugsermächtigung kann auf Grund der geänderten AGB der Banken seit dem 9.7.2012 als SEPA-Lastschriftmandat für Lastschrifteinzüge im SEPA-Basislastschriftverfahren genutzt werden. Dazu müssen die folgenden Voraussetzungen vorliegen:

- Der Zahler hat dem Zahlungsempfänger eine **schriftliche** Einzugsermächtigung erteilt, mit der er den Zahlungsempfänger ermächtigt, Zahlungen von seinem Konto mittels Lastschrift einzuziehen.
- Der Zahler und dessen Zahlungsdienstleister haben vereinbart, dass
  - der Zahler mit der Einzugsermächtigung zugleich seinen Zahlungsdienstleister anweist, die vom Zahlungsempfänger auf sein Konto gezogenen Lastschriften einzulösen, und
  - diese Einzugsermächtigung als SEPA-Lastschriftmandat genutzt werden kann.

Vor dem ersten Lastschrifteinzug im SEPA-Basislastschriftverfahren hat der Zahlungsempfänger den Zahler

- 1) über den Wechsel vom Lastschrifteinzug mittels Einzugsermächtigungsverfahren auf den Lastschrifteinzug mittels SEPA-Basislastschriftverfahren
- 2) unter Angabe der Gläubiger-Identifikationsnummer und
- 3) unter Abgabe der Mandatsreferenz (zum Beispiel eine Vertragsnummer)

in Textform zu unterrichten.

Die Benachrichtigung über diesen Lastschriftverfahrenswechsel kann auch als Teil einer „Vorabankündigung“ („Pre-Notification“) über den ersten Lastschrifteinzug und ggf. auch weitere Lastschrifteinzüge im SEPA-Basislastschriftverfahren erfolgen.

#### **Beispielschreiben zur Umstellung vom Einzugsermächtigungsverfahren auf das SEPA-Basislastschriftverfahren**

DOLOREM AG, 98765 IRWO

Gläubiger-Identifikationsnummer

DE9900106712348905, Mandatsreferenz 567RDF346

#### **Umstellung der Lastschrifteinzüge vom Einzugsermächtigungsverfahren auf das SEPA-Basislastschriftverfahren und weitere Nutzung Ihrer Einzugsermächtigung**

Sehr geehrte Dame, sehr geehrter Herr,

wir nutzen bei der mit Ihnen bestehenden Geschäftsbeziehung für Zahlungen die Lastschrift (Einzugsermächtigungsverfahren). Als Beitrag zur Schaffung des einheitlichen Euro-Zahlungsverkehrsraums (Single Euro Payments Area, SEPA) stellen wir ab dem [DATUM] auf das europaweit einheitliche SEPA-Basislastschriftverfahren um. Die von Ihnen bereits erteilte Einzugsermächtigung wird dabei als SEPA-Lastschriftmandat weitergenutzt. Dieses Lastschriftmandat wird durch

- die oben genannte Mandatsreferenz und
- unsere oben genannte Gläubiger-Identifikationsnummer

gekennzeichnet, die von uns bei allen Lastschrifteinzügen angegeben werden. Da diese Umstellung durch uns erfolgt, brauchen Sie nichts unternehmen.

Lastschriften werden weiterhin von Ihrem folgenden Konto eingezogen:

IBAN: DE45 0123 4567 8901 2345 67

BIC: CILLDEBW (Bankhaus Cillum, Bad Wiesenwald)

Sollten diese Angaben nicht mehr aktuell sein, bitten wir Sie um Nachricht. Ihre IBAN und den BIC finden Sie z. B. auch auf Ihrem Kontoauszug. Sofern Sie Fragen zu diesem Schreiben haben, kontaktieren Sie uns gerne.

Mit freundlichen Grüßen, Ihre Dolorem AG, Irwo

#### **Quelle:**

<http://www.die-deutsche-kreditwirtschaft.de/dk/zahlungsverkehr/sepa/inhalte-der-sepa/lastschrift.html>

### 7.3.5 Beispiel für das SEPA-Firmenlastschriftmandat

#### SEPA-Firmenlastschrift (B2B)-Mandat

<b>Zahlungsempfänger</b>	
Firma:	_____
Straße und Hausnummer:	_____
PLZ und Ort:	_____
Gläubiger-Identifikationsnummer:	_____
Mandatsreferenz:	_____
<p>Ich ermächtige (Wir ermächtigen) den oben genannten Zahlungsempfänger,</p> <p><input type="checkbox"/> einmalig eine Zahlung</p> <p><input type="checkbox"/> wiederkehrende Zahlungen</p> <p>von meinem (unserem) Konto mittels SEPA-Firmenlastschrift einzuziehen.</p> <p>Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von oben genanntem Zahlungsempfänger auf mein (unser) Konto gezogene(n) Lastschrift(en) einzulösen.</p> <p><b>Hinweis:</b> Dieses Lastschriftmandat dient nur dem Einzug von Lastschriften, die auf <b>Konten von Unternehmen</b> gezogen sind. Ich bin (Wir sind) nicht berechtigt, nach der erfolgten Einlösung eine Erstattung des belasteten Betrages zu verlangen.</p> <p>Ich bin (Wir sind) berechtigt, mein (unser) Kreditinstitut bis zum Fälligkeitstag anzuweisen, die Lastschrift nicht einzulösen.</p>	
<b>Zahlungspflichtiger (Kontoinhaber)</b>	
Firma:	_____
Straße und Hausnummer:	_____
PLZ und Ort:	_____
Kreditinstitut (Name):	_____
BIC:	_____   _____
IBAN:	DE ____   ____   ____   ____   ____   ____
Ort, Datum	_____
Unterschrift/en	_____



## SEPA-Basislastschriftmandant

Beispiel 1: SEPA-Basislastschriftmandat für  
ein einmalige Zahlung bzw. für  
wiederkehrende Zahlungen

Stadtkasse Villingen-Schwenningen  
Obere Straße 4  
78050 Villingen-Schwenningen

**Gläubiger-Identifikationsnummer:** DE74ZZZ000000086713

**Mandatsreferenz:** \_\_\_\_\_

Ich ermächtige (Wir ermächtigen) die Stadt Villingen-Schwenningen,

- ☐ einmalig eine Zahlung  
☐ wiederkehrende Zahlungen

von meinem (unserem) Konto mittels SEPA-Basislastschrift einzuziehen.

Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von der Stadt Villingen-Schwenningen auf mein (unser) Konto gezogene(n) Lastschrift(en) einzulösen.

Hinweis: Ich kann innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem Kreditinstitut vereinbarten Bedingungen.

### **Zahlungspflichtiger:** (Kontoinhaber)

Name, Vorname / Firma: \_\_\_\_\_

Straße und Hausnummer: \_\_\_\_\_

PLZ und Ort: \_\_\_\_\_

Kreditinstitut (Name): \_\_\_\_\_

BIC: \_\_\_\_\_

IBAN: DE \_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

Ort, Datum \_\_\_\_\_

Unterschrift / en \_\_\_\_\_



## SEPA-Firmenlastschriftmandant

Beispiel 2: SEPA-Firmenlastschriftmandat für  
ein einmalige Zahlung bzw. für wiederkehrende  
Zahlungen

Stadtkasse Villingen-Schwenningen  
Obere Straße 4  
78050 Villingen-Schwenningen

**Gläubiger-Identifikationsnummer:** DE74ZZZ00000086713

**Mandatsreferenz:** \_\_\_\_\_

Ich ermächtige (Wir ermächtigen) die Stadt Villingen-Schwenningen,

☐ einmalig eine Zahlung

☐ wiederkehrende Zahlungen

von meinem (unserem) Konto mittels SEPA-Firmenlastschrift einzuziehen.

Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von der Stadt Villingen-Schwenningen auf mein (unser) Konto gezogene(n) Lastschrift(en) einzulösen.

Hinweis: Dieses Lastschriftmandat dient nur dem Einzug von Lastschriften, die auf Konten von Unternehmen gezogen sind. Ich bin (Wir sind) nicht berechtigt, nach der erfolgten Einlösung eine Erstattung des belasteten Betrages zu verlangen.

Ich bin (Wir sind) berechtigt, mein (unser) Kreditinstitut bis zum Fälligkeitstag anzuweisen, die Lastschrift nicht einzulösen.

### **Zahlungspflichtiger:** (Kontoinhaber)

Name, Vorname / Firma: \_\_\_\_\_

Straße und Hausnummer: \_\_\_\_\_

PLZ und Ort: \_\_\_\_\_

Kreditinstitut (Name): \_\_\_\_\_

BIC: \_\_\_\_\_

IBAN: DE \_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_

Ort, Datum \_\_\_\_\_

Unterschrift / en \_\_\_\_\_

# Stadt Rottenburg

## Beispiel 3: Wandlungsschreiben zum Übergang von der Einzugsermächtigungs-lastschrift auf die SEPA-Basislastschrift verbunden mit der Vorabinformation zum SEPA-Basislastschrifteinzug

Stadtverwaltung - Postfach 29 - 72101 Rottenburg am Neckar

### Stadtkämmerei / Stadtkasse

Herr Theurer

☎ 07472/165-218 Fax 07472/165-388

E-Mail: [a.theurer@rottenburg.de](mailto:a.theurer@rottenburg.de)

Internet: [www.rottenburg.de](http://www.rottenburg.de)

Marktplatz 26  
72108 Rottenburg am Neckar

Datum: 9.8.2013

**Umstellung des Lastschrifteinzugs vom Einzugsermächtigungsverfahren auf das SEPA-Basislastschriftverfahren;  
hier: Grundsteuer Buchungszeichen XXXXXXXXXXXX**

Sehr geehrte(r) XXXXXXXXX,

Sie nehmen am Einzugsermächtigungsverfahren teil, um fällige Forderungen der Stadt bequem von Ihrem Konto einziehen zu lassen. Hierzu haben Sie uns eine Ermächtigung für den Einzug unserer Forderungen per Lastschrift erteilt.

Europaweit sind nun im Zuge der Schaffung eines einheitlichen Euro-Zahlungsverkehrsraums (SEPA – Single Euro Payments Area) von allen Zahlungsverkehrsteilnehmern die Zahlungsverkehrsinstrumente anzugleichen. Dies wirkt sich auch auf die bisherigen Einzugsermächtigungs-Bezahlverfahren aus.

Mit diesem Schreiben informieren wir Sie darüber, dass die Stadt Rottenburg

**ab dem 7. Oktober 2013**

auf das europaweit einheitliche SEPA-Basislastschriftverfahren umstellt. Die von Ihnen bereits erteilte Einzugsermächtigung wird dabei als SEPA-Basislastschriftmandat weitergeführt.

### Da diese Umstellung durch uns erfolgt, brauchen Sie nichts zu unternehmen!

Das SEPA-Basislastschriftmandat für den Einzug der fälligen Forderungen wird durch

- die Mandatsreferenznummer XXXXXXXXX und
- unsere Gläubiger-Identifikationsnummer DE.....

gekennzeichnet. Beide Informationen geben wir künftig bei allen Lastschrifteinzügen mit an.

Die Lastschriften werden zu den Fälligkeitszeitpunkten bewirkt, die in Ihren Bescheiden, Rechnungen und Verträgen ausdrücklich genannt sind. Dort finden Sie auch die genauen Einzugsbeträge.

Der Einzug erfolgt von folgendem Konto:

IBAN:

BIC:

Ihre IBAN und den BIC finden Sie auch auf Ihrem Kontoauszug. Sollten die bei uns hinterlegten Daten nicht mehr aktuell sein, bitten wir Sie um eine kurze Nachricht.

Sofern Sie uns für mehrere Einnahmearten/Buchungszeichen eine Einzugsermächtigung erteilt haben, erhalten Sie aus verfahrenstechnischen Gründen für jedes Buchungszeichen ein separates Umstellungsschreiben.

Weitere Informationen zu SEPA finden Sie auf unserer Homepage [www.rottenburg.de](http://www.rottenburg.de) und unter [www.sepadeutschland.de](http://www.sepadeutschland.de).

Mit freundlichen Grüßen

Theurer

Kassenverwalter

Dieses Schreiben wurde maschinell erstellt und ist auch ohne Unterschrift gültig.

Öffnungszeiten Montag – Freitag 08.00 - 12.00 Uhr  
Donnerstag 14.00 - 18.00 Uhr

Kreissparkasse Tübingen (BLZ 641 500 20) 2 000 709  
Volksbank Herrenberg - Rottenburg e.G. (BLZ 603 913 10) 10 195 009  
Deutsche Postbank AG Stuttgart (BLZ 600 100 70) 18 857 708

Postanschrift: Marktplatz 18, 72108 Rottenburg am Neckar

Gekennzeichnete Parkplätze: Rathaushof, hinter dem Dom

Steuernummer: 8615603607 Gläubiger-ID DEXXXXXXXX

IBAN: DE41 6415 0020 0002 0007 09 BIC: SOLADES1TUB

IBAN: DE22 6039 1310 0010 1950 09 BIC: GENODES1VBH

IBAN: DE65 6001 0070 0018 8577 08 BIC: PBNKDEFF



## 7.4 Weitere Informationen

### 7.4.1 Wichtige Links zu SEPA

- Gemeinsames Informationsportal der Deutschen Bundesbank und des Bundesfinanzministeriums und der Mitglieder des Deutschen SEPA-Rates: [www.sepadeutschland.de](http://www.sepadeutschland.de).
- Deutsche Bundesbank: [http://www.bundesbank.de/Navigation/DE/Kerngeschaefsfelder/Unbarer Zahlungsverkehr/SEPA/sepa.html](http://www.bundesbank.de/Navigation/DE/Kerngeschaefsfelder/Unbarer_Zahlungsverkehr/SEPA/sepa.html)
- Deutsche Kreditwirtschaft: Fragen und Antworten zu SEPA; Muster für SEPA-Überweisungsvordrucke und SEPA-Zahlscheinvordrucke; Mustermandate für Lastschriften u.v.m. <http://www.die-deutsche-kreditwirtschaft.de/dk/zahlungsverkehr/sepa/ziele-der-sepa.html>
- Beantragung der Gläubiger-Identifikationsnummer bei der Deutschen Bundesbank: [http://www.bundesbank.de/Navigation/DE/Kerngeschaefsfelder/Unbarer Zahlungsverkehr/SEPA/Glaeubiger Identifikationsnummer/glaeubiger identifikationsnummer.html](http://www.bundesbank.de/Navigation/DE/Kerngeschaefsfelder/Unbarer_Zahlungsverkehr/SEPA/Glaeubiger_Identifikationsnummer/glaeubiger_identifikationsnummer.html)
- Sparkassen: <http://www.sparkasse.de/firmenkunden/konto-karte/sepa/index.html>
- Europäische Zentralbank (EZB): <http://www.ecb.int/paym/sepa/html/index.en.html> (Englisch)
- European Payments Council: [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu).
- Deutsche Kreditwirtschaft: DFÜ-Abkommen und Datensatzformate, Schnittstellenspezifikation EBICS – Electronic Banking Internet Communication Standard: [www.ebics.de](http://www.ebics.de) .
- IBAN-Service-Portal der deutschen Kreditwirtschaft: <http://www.bv-zahlungssysteme.de/index.php?id=1216>.  
Das IBAN-Service-Portal ist ein internetbasierter Service für die maschinelle Umrechnung der Datenbestände von Firmen mit deutscher Kontonummer und Bankleitzahl in IBAN und BIC. Der Zugang wird über die Firmenkundenberater der Kreditinstitute vermittelt.
- Gemeindetag Baden-Württemberg (Sonderthema im Extranet für die Mitgliedsstädte und –gemeinden): <http://www.gemeindetag-bw.de/extranet/php/index.php?d=0&action=sonderthemen&sub=zahlungsverkehr>
- Informationen zur IBAN: [www.iban.de](http://www.iban.de)
- SEPA und SFirm: <http://www.sfirm.de/electronic-banking-software-sfirm/sepa-und-sfirm.html>
- Handlungsempfehlungen des Deutschen Landkreistags Stand Oktober 2012: <http://www.kreise.de/cms1/images/stories/publikationen/bd-106.pdf>
- Handlungsempfehlungen des Deutschen Städtetags Stand September 2012: [http://www.staedtetag.de/imperia/md/content/dst/extranet/2\\_finanzen/sonstiges/2012/sepa\\_handlungsempfehlungen\\_2012.pdf](http://www.staedtetag.de/imperia/md/content/dst/extranet/2_finanzen/sonstiges/2012/sepa_handlungsempfehlungen_2012.pdf)

## 7.4.2 Wichtige Abkürzungen zu SEPA

Abkürzung	Erklärung
ACH	Automated Clearing House
B2B	Business to Business (SEPA-Firmenlastschrift)
B2C	Business to Customer (SEPA-Basislastschrift)
BIC	Business Identifier Code (Unternehmens-Identifizierungscode; Internationaler Code für Kreditinstitute) - auch SWIFT-Adresse oder SWIFT-Code genannt
CBC	Creditor Business Code
CI	Creditor Identifier (Gläubiger-Identifikationsnummer oder Gläubiger-ID)
CORE	SEPA-Basislastschrift
CSM	Clearing and Settlement Mechanism (Verfahren zur Zahlungsverkehrsabwicklung und –verrechnung zwischen Banken)
D	D= Due Date = Fälligkeitsdatum
DTAUS	Datenträgeraustauschverfahren
DTAZV	Datenträgeraustausch für den Auslandszahlungsverkehr
EBICS	Electronic Banking Internet Communication Standard
EC	European Commission
ECB	European Central Bank (Europäische Zentralbank)
EPC	European Payments Council (Europäischer Zahlungsverkehrsrat; Gremium, das die SEPA-Standards und -Verfahren entwickelt)
EWR	Europäischer Wirtschaftsraum
EWU	Europäische Währungs- und Wirtschaftsunion
EU	Europäische Union
IBAN	International Bank Account Number (Internationale Kontonummer)
ISO 20022	ISO 20022 Universal Financial Industry Message Scheme
PSD	Payment Service Directive (Zahlungsdienste-Richtlinie 2009)
R-Transaktionen	Rückabwicklung von SEPA-Überweisungen und –Lastschriften aus unterschiedlichen Gründen vor bzw. nach dem Settlement (Verrechnung zwischen den Banken):
- Recall	Rückruf einer Überweisung durch die Bank des Zahlungspflichtigen
- Refund	Rückgabe der Lastschrift durch den Zahlungspflichtigen nach Belastung (Geltendmachung des Erstattungsanspruchs innerhalb von 8 Wochen nach

Abkürzung	Erklärung
	Kontobelastung; bei unautorisierter Lastschrift beträgt die Frist 13 Monate)
- Refusal	Rückweisung der Lastschrift durch den Zahlungspflichtigen vor der Belastung
- Reject	Rückweisung der Lastschrift bzw. Überweisung durch die Bank des Zahlungspflichtigen vor Settlement (z.B. Formatfehler, ungültige IBAN, Konto nicht existent)
- Request for Cancellation	Rückruf einer Lastschrift durch die Bank des Zahlungsempfängers vor Settlement
- Return	Rückgabe der Lastschrift durch die Bank des Zahlungspflichtigen nach Settlement (z.B. aufgrund eines erloschenen Kontos, fehlender Deckung oder einer nicht erlaubten Lastschrift-Art)
- Reversal	Rückrechnung/Rückruf auf Veranlassung des Zahlungsempfängers nach Settlement
- Revocation	"Notfallrückruf" des Zahlungsempfängers vor Settlement (z.B. Lastschrift wurde versehentlich ausgeführt)
SCF	SEPA Cards Framework (SEPA Karten-Rahmenbedingungen; Regelungen zur Abwicklung von Kartenzahlungen im EWR)
SCT	SEPA Credit Transfer (SEPA-Überweisung)
SDD	SEPA Direct Debit (SEPA-Lastschrift) gibt es in zwei Formen: als SDD Core und SDD B2B
SDD B2B	SEPA Business to Business Direct Debit (SEPA-Firmenlastschrift; nur zwischen Nicht-Verbrauchern)
SDD Core	SEPA Core Direct Debit (SEPA-Basislastschrift)
SEPA	Single Euro Payments Area (Einheitlicher Euro-Zahlungsverkehrsraum)
STP	Straight Through Processing (Automatische Weiterverarbeitung)
S.W.I.F.T.	Society for Worldwide Interbank Financial Telecommunication
TARGET	Trans-European Automated Real-time Gross Settlement Express Transfer System (einheitliches System der Zentralbanken zur Abwicklung von Geldtransfers)
UCI	Unique Creditor Identifier (siehe CI)
XML	Extensible Markup Language (Standard zur Erstellung maschinen- und menschenlesbarer Dokumente)

**VERORDNUNG (EU) Nr. 260/2012 DES EUROPÄISCHEN PARLAMENTS UND DES RATES  
vom 14. März 2012**

**zur Festlegung der technischen Vorschriften und der Geschäftsanforderungen für Überweisungen  
und Lastschriften in Euro und zur Änderung der Verordnung (EG) Nr. 924/2009**

(Text von Bedeutung für den EWR)

DAS EUROPÄISCHE PARLAMENT UND DER RAT DER EUROPÄISCHEN UNION —

gestützt auf den Vertrag über die Arbeitsweise der Europäischen Union, insbesondere auf Artikel 114,

auf Vorschlag der Europäischen Kommission,

nach Zuleitung des Entwurfs des Gesetzgebungsakts an die nationalen Parlamente,

nach Stellungnahme der Europäischen Zentralbank <sup>(1)</sup>,

nach Stellungnahme des Europäischen Wirtschafts- und Sozialausschusses <sup>(2)</sup>,

gemäß dem ordentlichen Gesetzgebungsverfahren <sup>(3)</sup>,

in Erwägung nachstehender Gründe:

(1) Die Schaffung eines integrierten Markts für elektronische Zahlungen in Euro ohne Unterscheidung zwischen Inlandszahlungen und grenzüberschreitenden Zahlungen ist Voraussetzung für ein reibungsloses Funktionieren des Binnenmarkts. Zu diesem Zweck sollen durch den einheitlichen Euro-Zahlungsverkehrsraum (im Folgenden „SEPA“ für „single euro payment area“) gemeinsame unionsweite Zahlungsdienste entwickelt werden, die die derzeitigen inländischen Zahlungsdienste ersetzen. SEPA soll den Bürgern und Unternehmen der Union durch Einführung offener, gemeinsamer Zahlungsstandards, -regeln und -praktiken und durch eine integrierte Zahlungsverarbeitung sichere, nutzerfreundliche und zuverlässige Euro-Zahlungsdienste zu konkurrenzfähigen Preisen bieten. Dies sollte unabhängig vom Standort in der Union für inländische und grenzüberschreitende SEPA-Zahlungen unter den gleichen grundlegenden Bedingungen, Rechten und Pflichten gelten. Die Vollendung des SEPA sollte so erfolgen, dass der Zugang für Markteinsteiger und die Entwicklung neuer Produkte erleichtert sowie günstige Bedingungen für mehr Wettbewerb bei den Zahlungsdiensten und die ungehinderte Entwicklung und schnelle, unionsweite Anwendung von Innovationen im Bereich der Zahlungsdienste geschaffen werden. Somit dürften bessere Skaleneffekte, gesteigerte Betriebseffizienz und verstärkter Wettbewerb einen generellen Preissen-

kungsdruck bei elektronischen Zahlungsdiensten in Euro auslösen, da diese unter den gegebenen Voraussetzungen eine optimale Lösung bieten. Dies wird sich insbesondere in Mitgliedstaaten, in denen Zahlungen im Vergleich zu anderen Mitgliedstaaten relativ teuer sind, deutlich bemerkbar machen. Deshalb dürfte der Übergang zu SEPA für die Zahlungsdienstnutzer im Allgemeinen und die Verbraucher im Besonderen insgesamt keine Preiserhöhungen bewirken. Ist indes der Zahlungsdienstnutzer ein Verbraucher, sollte der Grundsatz, keine höheren Entgelte zu erheben, gefördert werden. Die Kommission wird die Preisentwicklungen im Zahlungssektor weiterhin überwachen und sollte diesbezüglich eine jährliche Analyse vorlegen.

(2) Der Erfolg des SEPA ist aus wirtschaftlicher und politischer Sicht sehr wichtig. SEPA steht voll in Einklang mit der Strategie Europa 2020 und deren Ziel einer intelligenteren Wirtschaft, in der Wohlstand durch Innovation und eine effizientere Nutzung der verfügbaren Ressourcen geschaffen wird. Das Europäische Parlament hat in seinen Entschließungen über die Umsetzung des SEPA vom 12. März 2009 <sup>(4)</sup> und 10. März 2010 <sup>(5)</sup> genauso wie der Rat in seinen Schlussfolgerungen vom 2. Dezember 2009 die Bedeutung einer schnellen Umstellung auf SEPA unterstrichen.

(3) Die Richtlinie 2007/64/EG des Europäischen Parlaments und des Rates vom 13. November 2007 über Zahlungsdienste im Binnenmarkt <sup>(6)</sup> bietet eine zeitgemäße Rechtsgrundlage für die Schaffung eines Zahlungsverkehrsbinnenmarkts, für den SEPA ein grundlegendes Element ist.

(4) Die Verordnung (EG) Nr. 924/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über grenzüberschreitende Zahlungen in der Gemeinschaft <sup>(7)</sup> sieht eine Reihe von Maßnahmen zur Förderung des SEPA vor, wie z. B. die Erweiterung des Grundsatzes der Gleichheit der Entgelte auf grenzüberschreitende Lastschriften und die Erreichbarkeit für Lastschriften.

(5) Die Selbstregulierung des europäischen Bankensektors im Rahmen der SEPA-Initiative hat sich nicht als ausreichend erwiesen, um sowohl auf der Angebots- als auch der Nachfrageseite eine konzertierte Umstellung auf unionsweite Verfahren für Überweisungen und Lastschriften voranzubringen. So wurden insbesondere Verbraucher- und sonstige Nutzerinteressen nicht ausreichend und transparent berücksichtigt. Alle relevanten Akteure sollten sich Gehör verschaffen können. Zudem unterlag dieser Prozess der Selbstregulierung keinen angemessenen Steuerungsmechanismen, was zum Teil die schleppende Akzeptanz auf Nachfrageseite erklären könnte. Die jüngst

<sup>(1)</sup> ABl. C 155 vom 25.5.2011, S. 1.

<sup>(2)</sup> ABl. C 218 vom 23.7.2011, S. 74.

<sup>(3)</sup> Standpunkt des Europäischen Parlaments vom 14. Februar 2012 (noch nicht im Amtsblatt veröffentlicht) und Beschluss des Rates vom 28. Februar 2012.

<sup>(4)</sup> ABl. C 87 E vom 1.4.2010, S. 166.

<sup>(5)</sup> ABl. C 349 E vom 22.12.2010, S. 43.

<sup>(6)</sup> ABl. L 319 vom 5.12.2007, S. 1.

<sup>(7)</sup> ABl. L 266 vom 9.10.2009, S. 11.

erfolgte Einrichtung des SEPA-Rates stellt zwar für die Steuerung des SEPA-Projekts eine erhebliche Verbesserung dar, grundsätzlich und der Form nach verbleibt die Steuerung jedoch nach wie vor weitgehend beim Europäischen Zahlungsverkehrsausschuss (im Folgenden „EPC“ für „European Payments Council“). Die Kommission sollte daher bis Ende 2012 die Verwaltungsvereinbarungen des gesamten SEPA-Projekts überprüfen und erforderlichenfalls einen Vorschlag unterbreiten. Bei dieser Überprüfung sollte unter anderem die Zusammensetzung des EPC, die Interaktion zwischen dem EPC und einer übergeordneten Steuerungsstruktur wie dem SEPA-Rat und die Rolle dieser übergeordneten Struktur geprüft werden.

- (6) Nur eine schnelle und umfassende Umstellung auf unionsweite Überweisungen und Lastschriften wird die Vorteile eines integrierten Zahlungsverkehrsmarkts voll zum Tragen bringen und die hohen Kosten für den Parallelbetrieb von „Altzahlungs-“ und SEPA-Produkten beseitigen. Deshalb sollten Regeln festgelegt werden, die für alle auf Euro lautenden Überweisungen und Lastschriften innerhalb der Union gelten. Karten-Transaktionen sollten im jetzigen Stadium jedoch nicht erfasst werden, da derzeit noch an der Entwicklung gemeinsamer Standards für Kartenzahlungen in der Union gearbeitet wird. Finanztransfers, intern verarbeitete Zahlungen, Großbetragszahlungen, Zahlungen zwischen Zahlungsdienstleistern auf eigene Rechnung und Zahlungen über das Mobiltelefon, andere Telekommunikations-, digitale oder IT-Geräte sollten nicht in den Anwendungsbereich dieser Vorschriften fallen, da diese Zahlungsdienste nicht mit Überweisungen oder Lastschriften vergleichbar sind. Wird eine Zahlungskarte an einer Verkaufsstelle oder ein anderes Gerät wie ein Mobiltelefon verwendet, um einen Zahlungsvorgang an der Verkaufsstelle oder per Fernverbindung auszulösen, der direkt zu einer Überweisung oder Lastschrift auf ein durch die bestehende nationale Basis-Kontonummer (im Folgenden „BBAN“) oder die internationale Kontonummer (im Folgenden „IBAN“) identifiziertes Zahlungskonto bzw. von einem solchen führt, sollte dieser Zahlungsvorgang jedoch erfasst werden. Darüber hinaus sollten in Anbetracht der spezifischen Merkmale der über Großbetragszahlungssysteme verarbeiteten Zahlungen, nämlich ihrer hohen Priorität, Dringlichkeit und vorrangig hohen Beträge, derartige Zahlungen in dieser Verordnung nicht erfasst werden. Diese Ausnahme sollte allerdings nicht für Lastschriftzahlungen gelten, sofern der Zahler die Abwicklung der Zahlung über ein Großbetragszahlungssystem nicht ausdrücklich beantragt hat.
- (7) Derzeit existieren mehrere — größtenteils für Zahlungen über das Internet bestimmte — Zahlungsdienste, bei denen ebenfalls die IBAN und die internationale Bankleitzahl (BIC) verwendet werden und die auf Überweisungen oder Lastschriften basieren, darüber hinaus aber zusätzliche Merkmale aufweisen. Diese Dienste werden voraussichtlich grenzüberschreitend sein und könnten den Bedarf der Verbraucher an innovativen, sicheren und kostengünstigen Zahlungsdiensten erfüllen. Um solche Dienste nicht vom Markt auszuschließen, sollte die in dieser Verordnung vorgesehene Regelung zu Enddaten für Überweisungen und Lastschriften nur für die solchen Zahlungen zugrunde liegenden Überweisungen bzw. Lastschriften gelten.
- (8) Bei der großen Mehrheit der Zahlungen in der Union ist es möglich, ein individuelles Zahlungskonto unter alleiniger Nutzung der IBAN zu identifizieren, ohne zusätzlich die BIC anzugeben. Um diesen Gegebenheiten Rechnung zu tragen, haben die Banken in einer Reihe von Mitgliedstaaten bereits ein Verzeichnis, eine Datenbank oder sonstige technische Möglichkeiten eingerichtet, um die einer spezifischen IBAN entsprechende BIC zu identifizieren. Die BIC wird nur in einer sehr geringen, noch verbleibenden Anzahl von Fällen benötigt. Es erscheint ungerechtfertigt, alle Zahler und Zahlungsempfänger in der gesamten Union zu verpflichten, für die geringe Zahl von Fällen, in denen dies derzeit notwendig ist, zusätzlich zur IBAN immer die BIC anzugeben. Eine weitaus einfachere Vorgehensweise für Zahlungsdienstleister und weitere Parteien bestünde darin, die Fälle zu lösen und zu beseitigen, in denen ein Zahlungskonto nicht eindeutig durch eine bestimmte IBAN identifiziert werden kann. Daher sollten die erforderlichen technischen Möglichkeiten entwickelt werden, damit alle Nutzer ein Zahlungskonto eindeutig allein durch die IBAN identifizieren können.
- (9) Eine Überweisung kann nur ausgeführt werden, wenn das Zahlungskonto des Zahlungsempfängers erreichbar ist. Um die Inanspruchnahme unionsweiter Überweisungen und Lastschriften zu fördern, sollte deshalb unionsweit eine Verpflichtung zur Erreichbarkeit festgelegt werden. Im Interesse der Transparenz sollten diese Verpflichtung und die in der Verordnung (EG) Nr. 924/2009 bereits niedergelegte Erreichbarkeitsverpflichtung für Lastschriften in einem einzigen Rechtsakt zusammengeführt werden. Alle für eine Inlandsüberweisung erreichbaren Zahlungskonten eines Zahlungsempfängers sollten auch mittels eines unionsweiten Überweisungsverfahrens erreichbar sein. Alle für eine Inlandslastschrift erreichbaren Zahlungskonten von Zahlern sollten auch mittels eines unionsweiten Lastschriftverfahrens erreichbar sein. Dies sollte unabhängig davon gelten, ob der Zahlungsdienstleister beschließt, an einem bestimmten Überweisungs- oder Lastschriftverfahren teilzunehmen.
- (10) Die technische Interoperabilität ist eine Voraussetzung für Wettbewerb. Die Schaffung eines integrierten Markts für elektronische Zahlungssysteme in Euro ist nur möglich, wenn sichergestellt wird, dass die Verarbeitung von Überweisungen und Lastschriften nicht durch Geschäftsregeln oder technische Hindernisse wie die obligatorische Nutzung von mehr als einem Verfahren für die Abwicklung grenzüberschreitender Zahlungen erschwert wird. Überweisungen und Lastschriften sollten gemäß einer Regelung erfolgen, zur Befolgung deren grundlegender Bestimmungen sich die Zahlungsdienstleister verpflichten, die einer Mehrheit der Zahlungsdienstleister aus einer Mehrheit der Mitgliedstaaten und einer Mehrheit der Zahlungsdienstleister in der Union entsprechen und die für grenzüberschreitende und reine Inlandsüberweisungen und Lastschriften gleich sind. Gibt es mehr als ein Zahlungssystem für die Verarbeitung dieser Zahlungen, sollten diese Zahlungssysteme durch die Nutzung unionsweiter und internationaler Standards interoperabel sein, damit alle Zahlungsdienstnutzer und alle Zahlungsdienstleister die Vorteile integrierter Euro-Massenzahlungen in der gesamten Union genießen können.

- (11) In Anbetracht der spezifischen Merkmale von Unternehmenskunden sollten Überweisungs- oder Lastschriftverfahren für Unternehmenskunden zwar alle anderen Vorschriften dieser Verordnung erfüllen, einschließlich der gleichen Vorschriften für grenzüberschreitende und inländische Vorgänge, sollte das Erfordernis, dass die Teilnehmer einer Mehrheit der Zahlungsdienstleister in einer Mehrheit der Mitgliedstaaten entsprechen müssen, jedoch nur insoweit gelten, als Zahlungsdienstleister, die Überweisungs- oder Lastschriftdienste für Unternehmenskunden anbieten, einer Mehrheit der Zahlungsdienstleister in einer Mehrheit der Mitgliedstaaten, in denen solche Dienste verfügbar sind, und einer Mehrheit der Zahlungsdienstleister entsprechen sollten, die solche Dienste in der Union anbieten.
- (12) Es ist äußerst wichtig, technische Anforderungen festzulegen, die eindeutig bestimmen, welche Merkmale unionsweite, im Rahmen einer angemessenen Steuerungsstruktur zu entwickelnde Zahlverfahren respektieren müssen, um Interoperabilität zwischen Zahlungssystemen zu gewährleisten. Solche technischen Anforderungen sollten Flexibilität und Innovation nicht behindern, sondern gegenüber potenziellen Neuentwicklungen und Verbesserungen auf dem Zahlungsmarkt offen und neutral sein. Bei der Formulierung der technischen Anforderungen sollten die speziellen Merkmale von Überweisungen und Lastschriften berücksichtigt werden; dies gilt insbesondere im Hinblick auf die in der Zahlungsmitteilung enthaltenen Datenelemente.
- (13) Es ist wichtig, Maßnahmen zu ergreifen, um das Vertrauen der Zahlungsdienstnutzer in die Nutzung derartiger Dienste zu stärken, insbesondere bei Lastschriften. Solche Maßnahmen sollten Zahlern gestatten, ihre Zahlungsdienstleister anzuweisen, Lastschrifteinzüge auf einen bestimmten Betrag oder eine bestimmte Periodizität zu begrenzen und spezifische positive oder negative Listen von Zahlungsempfängern zu erstellen. Im Rahmen der Einführung der unionsweiten Lastschriftverfahren sollen die Verbraucher von entsprechenden Kontrollen profitieren können. Für die praktische Umsetzung solcher Kontrollen der Zahlungsempfänger ist es jedoch wichtig, dass die Zahlungsdienstleister solche Kontrollen auf der Grundlage der IBAN und für einen Übergangszeitraum, jedoch nur falls erforderlich, der BIC oder eines anderen individuellen Gläubigercodes bestimmter Zahlungsempfänger vornehmen können. Weitere einschlägige Nutzerrechte sind bereits in der Richtlinie 2007/64/EG verankert und sollten uneingeschränkt gewährleistet werden.
- (14) Die technische Normung ist ein Grundstein für die Integration von Netzen wie dem Zahlungsmarkt der Union. Die Anwendung von internationalen oder europäischen Normungsgremien entwickelter Standards sollte ab einem bestimmten Datum für alle relevanten Zahlungen verbindlich vorgeschrieben werden. Bei Zahlungen handelt es sich bei diesen verbindlichen Standards um IBAN, BIC und den „ISO 20022 XML-Standard“ für Finanznachrichten. Vollständige Interoperabilität in der gesamten Union ist nur erreichbar, wenn alle Zahlungsdienstleister diese Standards anwenden. Vor allem die verbindliche Nutzung von IBAN und BIC sollte erforderlichenfalls durch umfassende Kommunikations- und Erleichterungsmaßnahmen in den Mitgliedstaaten gefördert werden, um insbesondere für die Verbraucher eine reibungslose und unkomplizierte Umstellung auf unionsweite Überweisungen und Lastschriften zu ermöglichen. Zahlungsdienstleister sollten bilaterale oder multilaterale Vereinbarungen über die Erweiterung des lateinischen Zeichensatzes treffen können, um regionale Varianten von SEPA-Standardnachrichten zu ermöglichen.
- (15) Alle Akteure und insbesondere die Unionsbürger müssen unbedingt rechtzeitig und ordnungsgemäß informiert werden, damit sie umfassend auf die Änderungen im Zuge des SEPA vorbereitet sind. Die entscheidenden Akteure wie die Zahlungsdienstleister, die öffentlichen Verwaltungen und die nationalen Zentralbanken ebenso wie die sonstigen häufigen Nutzer regelmäßiger Zahlungen sollten daher spezifische und umfangreiche Informationskampagnen durchführen, die erforderlichenfalls bedarfsgerecht und für ihre Ansprechpartner maßgeschneidert sind, um die Öffentlichkeit zu sensibilisieren und die Bürger auf die SEPA-Umstellung vorzubereiten. In diesem Zusammenhang ist es insbesondere erforderlich, die Bürger mit der Umstellung von den bestehenden BBAN auf den IBAN vertraut zu machen. Nationale SEPA-Koordinierungsausschüsse sind am besten geeignet, derartige Informationskampagnen zu koordinieren.
- (16) Um im Interesse der Klarheit und Einfachheit für die Verbraucher einen konzertierten Übergangsprozess zu ermöglichen, ist es angebracht, ein einheitliches Umstellungsdatum festzulegen, bis zu dem alle Überweisungen und Lastschriften diese technischen Anforderungen erfüllen sollten, wobei der Markt jedoch für weitere Entwicklungen und Innovationen offen bleiben sollte.
- (17) Während eines Übergangszeitraums sollten die Mitgliedstaaten den Zahlungsdienstleistern gestatten können, den Verbrauchern zu erlauben, für Inlandszahlungen weiterhin die BBAN zu verwenden, sofern die Interoperabilität sichergestellt wird, indem die BBAN von dem betreffenden Zahlungsdienstleister technisch sicher auf die Zahlungskonto-Kennung umgestellt wird. Der Zahlungsdienstleister sollte für diese Dienstleistung keine direkten oder indirekten Entgelte oder sonstigen Entgelte erheben.
- (18) Beim Ausmaß der Nutzung von Überweisungs- und Lastschriftverfahren bestehen zwar Unterschiede zwischen den Mitgliedstaaten, doch würde eine gemeinsame Frist am Ende eines angemessenen Zeitrahmens für die Umstellung, der den Abschluss aller erforderlichen Prozesse ermöglicht, eine koordinierte, kohärente und integrierte Umstellung auf SEPA erleichtern und dazu beitragen, einen Europäischen Zahlungsverkehrsraum der zwei Geschwindigkeiten zu vermeiden, der bei den Verbrauchern größere Verwirrung hervorrufen würde.
- (19) Zahlungsdienstleister und -nutzer sollten über genügend Zeit verfügen, die Anpassung an die technischen Anforderungen vorzunehmen. Die Anpassungsperiode sollte jedoch die Vorteile für die Verbraucher nicht in unnötiger Weise verzögern oder Maßnahmen vorausschauender Unternehmen benachteiligen, die bereits auf SEPA umgestellt haben. Für Inlandszahlungen und grenzüberschreitende Zahlungen sollten Zahlungsdienstleister die erforderlichen technischen Dienstleistungen für ihre Endkunden bereitstellen, um eine reibungslose und sichere Umstellung auf die in dieser Verordnung niedergelegten technischen Anforderungen sicherzustellen.



- (20) Für den Zahlungsverkehrssektor sollte Rechtsicherheit in Bezug auf Geschäftsmodelle für Lastschriften geschaffen werden. Die Regulierung der multilateralen Interbankenentgelte für Lastschriften ist für die Schaffung neutraler Wettbewerbsbedingungen für Zahlungsdienstleister und somit für die Entwicklung eines Binnenmarkts für Lastschriften von entscheidender Bedeutung. Entgelte für Transaktionen, die zurückgewiesen, verweigert, zurückgegeben oder rücküberwiesen werden, weil sie nicht ordnungsgemäß ausgeführt werden können oder in einer Ausnahmeverarbeitung resultieren (sogenannte R-Transaktionen, bei denen der Buchstabe „R“ „Rückweisung“ („reject“), „Ablehnung“ („refusal“), „Rückgabe“ („return“), „Rücküberweisung“ („reversal“), „Widerruf“ („revocation“) oder „Antrag auf Annullierung“ („request for cancellation“) bedeuten kann), könnten zu einer effizienten Kostenallokation im Binnenmarkt beitragen. Deshalb erscheint es im Hinblick auf die Schaffung eines effizienten europäischen Markts für Lastschriften angebracht, pro Vorgang erhobene multilaterale Interbankenentgelte zu untersagen. Für R-Transaktionen sollten Entgelte allerdings unter bestimmten Bedingungen zugelassen werden. Die Zahlungsdienstleister müssen den Verbrauchern im Interesse der Transparenz und des Verbraucherschutzes klare und verständliche Informationen über Entgelte für R-Transaktionen übermitteln. Die Vorschriften für R-Transaktionen berühren in keinem Fall die Anwendung der Artikel 101 und 102 des Vertrags über die Arbeitsweise der Europäischen Union (AEUV). Darüber hinaus ist zu beachten, dass Lastschriften und Kartenzahlungen im Allgemeinen unterschiedliche Merkmale aufweisen, insbesondere hinsichtlich des größeren Potenzials für Zahlungsempfänger, durch einen bereits existierenden Vertrag zwischen dem Zahlungsempfänger und dem Zahler Anreize für die Nutzung einer Lastschrift durch die Zahler zu schaffen, während für Kartenzahlungen kein solcher vorheriger Vertrag existiert und die Zahlungstransaktion oft ein isolierter und unregelmäßiger Vorgang ist. Die Vorschriften über multilaterale Interbankenentgelte für Lastschriften berühren daher nicht die Prüfung der multilateralen Interbankenentgelte für Zahlungen mittels Zahlungskarte gemäß den Wettbewerbsvorschriften der Union. Zusätzliche optionale Dienstleistungen werden von dem Verbot gemäß dieser Verordnung nicht erfasst, wenn sie sich klar und eindeutig von den Kerndienstleistungen im Zusammenhang mit Lastschriften unterscheiden und es Zahlungsdienstleistern und Zahlungsdienstnutzern völlig freisteht, derartige Dienstleistungen anzubieten oder in Anspruch zu nehmen. Sie unterliegen allerdings den Wettbewerbsvorschriften der Union und der Mitgliedstaaten.
- (21) Die Möglichkeit, bei inländischen und grenzüberschreitenden Lastschriften pro Zahlungsvorgang multilaterale Interbankenentgelte zu erheben, sollte deshalb zeitlich befristet werden, und für die Anwendung von Interbankenentgelten auf R-Transaktionen sollten allgemeine Bedingungen formuliert werden.
- (22) Die Kommission sollte die Höhe der Entgelte für R-Transaktionen in allen Mitgliedstaaten überwachen. Die Entgelte für R-Transaktionen im Binnenmarkt sollten im Laufe der Zeit angeglichen werden, damit sie sich zwischen den Mitgliedstaaten nicht in dem Maße unterscheiden, dass dadurch die Gleichheit der Wettbewerbsbedingungen gefährdet wird.
- (23) In einigen Mitgliedstaaten gibt es bestimmte Altschuldendienstleistungen, bei denen es sich zwar um Überweisungen oder Lastschriften handelt, die — häufig aus historischen oder rechtlichen Gründen — aber spezifische Funktionalitäten aufweisen. Das Transaktionsvolumen dieser Dienste ist in der Regel marginal. Diese Dienste könnten daher als Nischenprodukte eingestuft werden. Würde für solche Nischenprodukte eine ausreichend lange Übergangszeit festgelegt, die es erlaubt, die Auswirkungen der Umstellung auf die Nutzer der Zahlungsdienste zu minimieren, dürfte es beiden Seiten des Markts leichter fallen, sich zunächst auf die Umstellung der Masse der Überweisungen und Lastschriften zu konzentrieren, so dass die meisten potenziellen Vorteile eines integrierten Zahlungsmarkts in der Union bereits früher zum Tragen kommen könnten. In einigen Mitgliedstaaten gibt es besondere Lastschriftinstrumente, die Zahlungen mit Zahlungskarten sehr zu ähneln scheinen, da der Zahler an der Verkaufsstelle eine Karte nutzt, um den Zahlungsvorgang auszulösen; bei dem zugrunde liegenden Zahlungsvorgang handelt es sich jedoch um eine Lastschrift. Bei einem solchen Zahlungsvorgang wird die Karte lediglich gelesen, um eine elektronische Erstellung des Mandats zu erleichtern, das vom Zahler an der Verkaufsstelle zu unterzeichnen ist. Obwohl ein solcher Zahlungsdienst nicht als Nischenprodukt eingestuft werden kann, ist wegen des einschlägigen erheblichen Transaktionsvolumens ein Übergangszeitraum für solche Zahlungsdienste notwendig. Damit die Beteiligten ein adäquates SEPA-Ersatzprodukt einführen können, sollte der Übergangszeitraum angemessen sein.
- (24) Für das ordnungsgemäße Funktionieren des Zahlungsbinnenmarkts ist es von entscheidender Bedeutung, dass Zahler wie Verbraucher, Unternehmen oder Behörden Überweisungen an Zahlungskonten der Zahlungsempfänger von Zahlungsdienstleistern ausführen lassen können, die in anderen Mitgliedstaaten ansässig und gemäß dieser Verordnung erreichbar sind.
- (25) Um einen reibungslosen Übergang zum SEPA zu ermöglichen, sollte eine gültige Ermächtigung eines Zahlungsempfängers für den wiederkehrenden Einzug von Lastschriften mit Hilfe von Altschuldungsinstrumenten nach der in dieser Verordnung für die Umstellung festgesetzten Frist gültig bleiben. Diese Ermächtigung sollte als Zustimmung gegenüber dem Zahlungsdienstleister des Zahlers gelten, den wiederkehrenden Einzug von Lastschriften des Zahlungsempfängers gemäß dieser Verordnung vorzunehmen, falls keine nationalen Rechtsvorschriften betreffend die weitere Gültigkeit des Mandats oder Kundenvereinbarungen zur Änderung der Lastschriftmandate zwecks ihrer Fortführung bestehen. Allerdings sind die Rechte der Verbraucher zu schützen und, wenn bestehende Lastschriftmandate ein bedingungsloses Erstattungsrecht beinhalten, sollten solche Rechte gewahrt werden.
- (26) Die zuständigen Behörden sollten die erforderlichen Befugnisse erhalten, um ihren Überwachungsaufgaben effizient nachkommen und alle notwendigen Maßnahmen, auch in Bezug auf die Prüfung von Beschwerden, treffen zu können, damit gewährleistet ist, dass die Zahlungsdienstleister die Bestimmungen dieser Verordnung erfüllen. Außerdem sollten die Mitgliedstaaten sicherstellen, dass Beschwerden gegen die Zahlungsdienstnutzer vorgebracht werden können und dass diese Verordnung

mit administrativen oder gerichtlichen Mitteln effektiv und effizient durchgesetzt werden kann. Um die Einhaltung dieser Verordnung zu fördern, sollten die zuständigen Behörden der einzelnen Mitgliedstaaten untereinander und gegebenenfalls mit der Europäischen Zentralbank (EZB) und den nationalen Zentralbanken der Mitgliedstaaten sowie den anderen einschlägigen zuständigen Behörden wie der durch die Verordnung (EU) Nr. 1093/2010 des Europäischen Parlaments und des Rates <sup>(1)</sup> errichteten Europäischen Aufsichtsbehörde (Europäische Bankenaufsichtsbehörde — EBA), die gemäß den für Zahlungsdienstleister geltenden europäischen oder nationalen Rechtsvorschriften benannt wurden, zusammenarbeiten.

- (27) Die Mitgliedstaaten sollten Vorschriften für Sanktionen für Verstöße gegen diese Verordnung festlegen und sicherstellen, dass diese Sanktionen wirksam, verhältnismäßig und abschreckend sind sowie angewandt werden. Diese Sanktionen sollten nicht für Verbraucher gelten.
- (28) Um im Falle einer nicht ordnungsgemäßen Anwendung dieser Verordnung oder Streitigkeiten zwischen Zahlungsdienstnutzern und Zahlungsdienstleistern über die aus dieser Verordnung erwachsenden Rechte und Pflichten Rechtsbehelfsmöglichkeiten zu gewährleisten, sollten die Mitgliedstaaten angemessene und wirksame außergerichtliche Beschwerde- und Rechtsbehelfsverfahren schaffen. Die Mitgliedstaaten sollten beschließen können, dass diese Verfahren nur für Verbraucher oder nur für Verbraucher und Kleinstunternehmen gelten.
- (29) Die Kommission sollte dem Europäischen Parlament, dem Rat, dem Europäischen Wirtschafts- und Sozialausschuss, der EBA und der EZB einen Bericht über die Anwendung dieser Verordnung vorlegen. Gegebenenfalls fügt sie dem Bericht Vorschläge für eine Änderung der Verordnung bei.
- (30) Um sicherzustellen, dass die technischen Anforderungen für auf Euro lautende Überweisungen und Lastschriften aktuell bleiben, sollte der Kommission die Befugnis übertragen werden, in Bezug auf diese technischen Anforderungen Rechtsakte gemäß Artikel 290 AEUV zu erlassen. In der Erklärung (Nr. 39) zu Artikel 290 AEUV zur Schlussakte der Regierungskonferenz, die den Vertrag von Lissabon angenommen hat, hat die Konferenz zur Kenntnis genommen, dass die Kommission beabsichtigt, bei der Ausarbeitung ihrer Entwürfe für delegierte Rechtsakte im Bereich der Finanzdienstleistungen nach ihrer üblichen Vorgehensweise weiterhin von den Mitgliedstaaten benannte Experten zu konsultieren. Es ist von besonderer Wichtigkeit, dass die Kommission im Zuge ihrer Vorbereitungsarbeit angemessene und transparente Konsultationen auch auf Sachverständigenebene und durch Konsultation der EZB und aller einschlägigen Akteure durchführt. Bei der Vorbereitung und Ausarbeitung delegierter Rechtsakte sollte die Kommission gewährleisten, dass die einschlägigen Dokumente dem Europäischen Parlament und dem Rat gleichzeitig, rechtzeitig und auf angemessene Weise übermittelt werden.
- (31) Da Zahlungsdienstleister, die in Mitgliedstaaten ansässig sind, deren Währung nicht der Euro ist, spezielle Vorbereitungsarbeit außerhalb des Zahlungsmarkts für ihre

nationalen Währung leisten müssen, sollten solche Zahlungsdienstleister die Anwendung der technischen Anforderungen um einen bestimmten Zeitraum verschieben dürfen. Die Mitgliedstaaten, deren Währung nicht der Euro ist, sollten die technischen Anforderungen allerdings rasch erfüllen, um einen echten europäischen Zahlungsverkehrsraum zu schaffen, der den Binnenmarkt stärken wird.

- (32) Um eine breite öffentliche Unterstützung für SEPA sicherzustellen, ist ein hohes Maß an Schutz für Zahler wesentlich, insbesondere bei Lastschriften. Das derzeit einzige europaweite Lastschriftverfahren für Verbraucher, das vom EPC entwickelt wurde, beinhaltet ein bedingungsloses Erstattungsrecht, das an keine Voraussetzungen geknüpft ist, für autorisierte Zahlungen binnen acht Wochen ab dem Zeitpunkt, an dem die Geldbeträge abgebucht wurden, während dieses Erstattungsrecht gemäß den Artikeln 62 und 63 der Richtlinie 2007/64/EG mehreren Bedingungen unterliegt. In Anbetracht der vorherrschenden Marktlage und der Notwendigkeit, ein hohes Maß an Verbraucherschutz sicherzustellen, sollte die Wirkung dieser Bestimmungen in dem Bericht bewertet werden, den die Kommission spätestens bis zum 1. November 2012 gemäß Artikel 87 der Richtlinie 2007/64/EG dem Europäischen Parlament, dem Rat, dem Europäischen Wirtschafts- und Sozialausschuss und der EZB vorzulegen hat, gegebenenfalls einschließlich eines Vorschlags für ihre Revision.
- (33) Die Verarbeitung personenbezogener Daten in Durchführung dieser Verordnung ist durch die Richtlinie 95/46/EG des Europäischen Parlaments und des Rates vom 24. Oktober 1995 zum Schutz natürlicher Personen bei der Verarbeitung personenbezogener Daten und zum freien Datenverkehr <sup>(2)</sup> geregelt. Bei der Umstellung auf den SEPA und der Einführung gemeinsamer Standards und Regeln für Zahlungen sollten die nationalen Rechtsvorschriften für den Schutz sensibler personenbezogener Daten in den Mitgliedstaaten eingehalten und die Interessen der Unionsbürger gewahrt werden.
- (34) Finanzmitteilungen zu SEPA-Zahlungen und -Überweisungen fallen nicht unter das Abkommen vom 28. Juni 2010 zwischen der Europäischen Union und den Vereinigten Staaten von Amerika über die Verarbeitung von Zahlungsverkehrsdaten und deren Übermittlung aus der Europäischen Union an die Vereinigten Staaten von Amerika für die Zwecke des Programms zum Aufspüren der Finanzierung des Terrorismus <sup>(3)</sup>.
- (35) Da das Ziel dieser Verordnung, nämlich technische Vorschriften und Geschäftsanforderungen für auf Euro lautende Überweisungen und Lastschriften festzulegen, auf Ebene der Mitgliedstaaten nicht ausreichend verwirklicht werden kann, und daher wegen seines Umfangs und seiner Wirkungen besser auf Unionsebene zu verwirklichen ist, kann die Union im Einklang mit dem in Artikel 5 des Vertrags über die Europäische Union niedergelegten Subsidiaritätsprinzip tätig werden. Entsprechend dem in demselben Artikel genannten Grundsatz der Verhältnismäßigkeit geht diese Verordnung nicht über das für die Erreichung dieses Ziels erforderliche Maß hinaus.

<sup>(1)</sup> ABl. L 331 vom 15.12.2010, S. 12.

<sup>(2)</sup> ABl. L 281 vom 23.11.1995, S. 31.

<sup>(3)</sup> ABl. L 195 vom 27.7.2010, S. 5.

- (36) Gemäß Artikel 5 Absatz 1 der Verordnung (EG) Nr. 924/2009 heben die Mitgliedstaaten zahlungsbilanzstatistisch begründete innerstaatliche Pflichten der Zahlungsdienstleister zur Meldung von Zahlungsverkehrsdaten im Zusammenhang mit Zahlungen ihrer Kunden bis zu 50 000 EUR auf. Die Erhebung von Zahlungsverkehrsdaten für die Zahlungsbilanz begann nach dem Ende der Devisenkontrollen und hat eine wichtige Datenquelle neben weiteren Quellen wie direkten Erhebungen dargestellt, die zu hochwertigen Statistiken beigetragen haben. Mit Beginn der 1990er-Jahre entschieden sich mehrere Mitgliedstaaten dafür, sich stärker auf direkt von Unternehmen und Haushalten gemeldete Informationen zu stützen als auf von Banken im Namen ihrer Kunden gemeldete Daten. Obwohl die Meldung von Zahlungsverkehrsdaten eine Lösung darstellt, die in Bezug auf die Gesellschaft insgesamt die Kosten für Zahlungsbilanzstatistiken verringert und gleichzeitig hochwertige Statistiken sicherstellt, könnte die Aufrechterhaltung derartiger Berichtspflichten, bezieht man sich rein auf grenzüberschreitende Zahlungen, in einigen Mitgliedstaaten die Effizienz verringern und die Kosten erhöhen. Da ein Ziel des SEPA darin besteht, die Kosten von grenzüberschreitenden Zahlungen zu verringern, sollten zahlungsbilanzstatistisch begründete Berichtspflichten vollständig aufgehoben werden.
- (37) Zur Erhöhung der Rechtssicherheit sollten die in Artikel 7 der Verordnung (EG) Nr. 924/2009 festgelegten Fristen für Interbankenentgelte an die Bestimmungen dieser Verordnung angepasst werden.
- (38) Die Verordnung (EG) Nr. 924/2009 sollte daher entsprechend geändert werden —

HABEN FOLGENDE VERORDNUNG ERLASSEN:

#### Artikel 1

##### Gegenstand und Anwendungsbereich

- (1) In dieser Verordnung werden Vorschriften für auf Euro lautende Überweisungen und Lastschriften innerhalb der Union festgelegt, bei denen entweder der Zahlungsdienstleister des Zahlers und der Zahlungsdienstleister des Zahlungsempfängers oder der einzige am Zahlungsvorgang beteiligte Zahlungsdienstleister auf dem Gebiet der Union ansässig ist.
- (2) Diese Verordnung gilt nicht für
- Zahlungsvorgänge, die von Zahlungsdienstleistern intern und untereinander, auch durch ihre Agenten oder Zweigniederlassungen, auf eigene Rechnung ausgeführt werden;
  - Zahlungsvorgänge, die über Großbetragszahlungssysteme verarbeitet und abgewickelt werden, ausgenommen Zahlungen per Lastschrift, deren Abwicklung über Großbetragszahlungssysteme der Zahler nicht ausdrücklich verlangt hat;
  - Zahlungen mit Zahlungskarten oder einem ähnlichen Instrument, einschließlich Barabhebungen, sofern die Zahlungskarte oder ein ähnliches Instrument nicht nur genutzt wird, um die erforderlichen Informationen zu erzeugen, die erforderlich

derlich sind, um direkt eine Überweisung oder eine Lastschrift zugunsten und zulasten eines durch BBAN oder IBAN identifizierten Zahlungskontos vorzunehmen;

- Zahlungsvorgänge, die über Telekommunikations-, digitale oder IT-Geräte abgewickelt werden, sofern solche Zahlungen nicht zu einer Überweisung oder Lastschrift zugunsten und zulasten eines durch BBAN oder IBAN identifizierten Zahlungskontos führen;
- Finanztransfers gemäß der Definition in Artikel 4 Nummer 13 der Richtlinie 2007/64/EG;
- Zahlungsvorgänge, bei denen E-Geld gemäß der Definition in Artikel 2 Nummer 2 der Richtlinie 2009/110/EG des Europäischen Parlaments und des Rates vom 16. September 2009 über die Aufnahme, Ausübung und Beaufsichtigung der Tätigkeit von E-Geld-Instituten<sup>(1)</sup> übermittelt wird, sofern solche Vorgänge nicht zu einer Überweisung oder einer Lastschrift zugunsten und zulasten eines durch BBAN oder IBAN identifizierten Zahlungskontos führen.

(3) Wenn Zahlverfahren auf Zahlungen in Form von Überweisungen oder Lastschriften basieren, aber zusätzliche optionale Merkmale oder Dienstleistungen aufweisen, gelten die Bestimmungen dieser Verordnung nur für die zugrunde liegende Überweisung oder Lastschrift.

#### Artikel 2

##### Begriffsbestimmungen

Im Sinne dieser Verordnung bezeichnet der Ausdruck:

- „Überweisung“ einen vom Zahler ausgelösten inländischen oder grenzüberschreitenden Zahlungsdienst zum Zwecke der Erteilung einer Gutschrift auf das Zahlungskonto des Zahlungsempfängers zulasten des Zahlungskontos des Zahlers, in Ausführung eines oder mehrerer Zahlungsvorgänge durch den Zahlungsdienstleister, der das Zahlungskonto des Zahlers führt;
- „Lastschrift“ einen vom Zahlungsempfänger ausgelösten inländischen oder grenzüberschreitenden Zahlungsdienst zur Belastung des Zahlungskontos des Zahlers, aufgrund einer Zustimmung des Zahlers zu einem Zahlungsvorgang;
- „Zahler“ eine natürliche oder juristische Person, die Inhaber eines Zahlungskontos ist und einen Zahlungsauftrag von diesem Zahlungskonto gestattet, oder, falls kein Zahlungskonto eines Zahlers existiert, eine natürliche oder juristische Person, die einen Zahlungsauftrag auf ein Zahlungskonto eines Zahlungsempfängers erteilt;
- „Zahlungsempfänger“ eine natürliche oder juristische Person, die Inhaber eines Zahlungskontos ist und die den bei einem Zahlungsvorgang transferierten Geldbetrag als Empfänger erhalten soll;
- „Zahlungskonto“ ein auf den Namen eines oder mehrerer Zahlungsdienstnutzer lautendes Konto, das für die Ausführung von Zahlungen genutzt wird;

<sup>(1)</sup> ABl. L 267 vom 10.10.2009, S. 7.



6. „Zahlungssystem“ ein System zum Transfer von Geldbeträgen mit formalen und standardisierten Regeln und einheitlichen Vorschriften für die Verarbeitung, das Clearing oder die Abwicklung von Zahlungen;
7. „Zahlverfahren“ ein einheitliches Regelwerk aus Vorschriften, Praktiken und Standards sowie zwischen Zahlungsdienstleistern vereinbarte Durchführungsleitlinien für die Ausführung von Zahlungsvorgängen in der Union und in den Mitgliedstaaten, das getrennt von jeder Infrastruktur und jedem Zahlungssystem besteht, die/das ihrer Anwendung zugrunde liegt;
8. „Zahlungsdienstleister“ eine der in Artikel 1 Absatz 1 der Richtlinie 2007/64/EG genannten Kategorien oder eine in Artikel 26 der Richtlinie 2007/64/EG genannte natürliche oder juristische Person, jedoch mit Ausnahme der Einrichtungen, die in Artikel 2 der Richtlinie 2006/48/EG des Europäischen Parlaments und des Rates vom 14. Juni 2006 über die Aufnahme und Ausübung der Tätigkeit der Kreditinstitute <sup>(1)</sup> genannt sind und für die gemäß Artikel 2 Absatz 3 der Richtlinie 2007/64/EG eine Ausnahme gilt;
9. „Zahlungsdienstnutzer“ eine natürliche oder juristische Person, die einen Zahlungsdienst als Zahler oder Zahlungsempfänger in Anspruch nimmt;
10. „Zahlungsvorgang“ den vom Zahler oder Zahlungsempfänger veranlassten Transfer eines Geldbetrags zwischen Zahlungskonten in der Union, unabhängig von etwaigen zugrunde liegenden Verpflichtungen im Verhältnis zwischen Zahler und Zahlungsempfänger;
11. „Zahlungsauftrag“ einen Auftrag, den ein Zahler oder Zahlungsempfänger seinem Zahlungsdienstleister zur Ausführung eines Zahlungsvorgangs erteilt;
12. „Interbankenentgelt“ ein zwischen dem Zahlungsdienstleister des Zahlers und dem Zahlungsdienstleister des Zahlungsempfängers für Lastschriften gezahltes Entgelt;
13. „MIF“ ein multilaterales Interbankenentgelt, das Gegenstand einer Vereinbarung zwischen mehr als zwei Zahlungsdienstleistern ist;
14. „BBAN“ eine Nummer eines Zahlungskontos, die ein Zahlungskonto bei einem Zahlungsdienstleister in einem Mitgliedstaat eindeutig identifiziert und die nur bei Inlandszahlungen verwendbar ist, während dasselbe Zahlungskonto bei grenzüberschreitenden Zahlungen durch die IBAN identifiziert wird;
15. „IBAN“ eine internationale Nummer eines Zahlungskontos, die ein Zahlungskonto in einem Mitgliedstaat eindeutig identifiziert und deren Elemente durch die Internationale Organisation für Normung (ISO) spezifiziert sind;
16. „BIC“ eine internationale Bankleitzahl, die einen Zahlungsdienstleister eindeutig identifiziert und deren Elemente durch die ISO spezifiziert sind;
17. „ISO 20022-XML-Standard“ einen Standard für den Aufbau elektronischer Finanznachrichten nach Definition der Internationalen Organisation für Normung (ISO) zur physischen Darstellung von Zahlungen in der XML-Syntax gemäß den Geschäftsregeln und Durchführungsleitlinien unionsweiter Verfahren für Zahlungen im Anwendungsbereich dieser Verordnung;
18. „Großbetragszahlungssystem“ ein Zahlungssystem, dessen Hauptzweck die Verarbeitung, das Clearing und/oder die Abwicklung von einzelnen Zahlungen hoher Priorität und Dringlichkeit und mit vornehmlich hohen Beträgen ist;
19. „Verrechnungsdatum“ das Datum, an dem die Verpflichtungen in Bezug auf den Transfer von Geldmitteln zwischen dem Zahlungsdienstleister des Zahlers auf den Zahlungsdienstleister des Zahlungsempfängers verrechnet werden;
20. „Einzug“ den Teil eines Lastschriftvorgangs, der mit seiner Auslösung durch den Zahlungsempfänger beginnt, bis zu dessen Ende durch die übliche Belastung des Zahlungskontos des Zahlers;
21. „Mandat“ die Erteilung der Zustimmung und Autorisierung des Zahlers gegenüber dem Zahlungsempfänger und (direkt oder indirekt über den Zahlungsempfänger) gegenüber dem Zahlungsdienstleister des Zahlers, dass der Zahlungsempfänger den Einzug für die Belastung des angegebenen Zahlungskontos des Zahlers auslösen und der Zahlungsdienstleister des Zahlers solchen Anweisungen Folge leisten darf;
22. „Massenzahlungssystem“ ein Zahlungssystem, dessen Hauptzweck die Verarbeitung, das Clearing oder die Abwicklung von Überweisungen oder Lastschriften ist, die im Allgemeinen für die Zwecke der Übertragung gebündelt werden, vorrangig geringe Beträge betreffen und niedrige Priorität haben, und bei dem es sich nicht um ein Großbetragszahlungssystem handelt;
23. „Kleinstunternehmen“ ein Unternehmen, das zum Zeitpunkt des Abschlusses des Zahlungsdienstvertrags ein Unternehmen im Sinne von Artikel 1 und Artikel 2 Absätze 1 und 3 des Anhangs der Empfehlung 2003/361/EG der Kommission <sup>(2)</sup> ist;
24. „Verbraucher“ eine natürliche Person, die in Zahlungsdienstverträgen zu Zwecken handelt, die nicht dem Handel oder ihrer gewerblichen oder beruflichen Tätigkeit zugerechnet werden können;
25. „R-Transaktion“ einen Zahlungsvorgang, der von einem Zahlungsdienstleister nicht ordnungsgemäß ausgeführt werden kann oder in einer Ausnahmeverarbeitung resultiert, unter anderem wegen fehlender Mittel, eines Widerrufs, eines falschen Betrags oder eines falschen Termins, eines fehlenden Mandats oder eines falschen oder geschlossenen Zahlungskontos;
26. „grenzüberschreitende Zahlung“ einen Zahlungsvorgang, der von einem Zahler oder von einem Zahlungsempfänger ausgelöst wird und bei dem der Zahlungsdienstleister des Zahlers und der Zahlungsdienstleister des Zahlungsempfängers in unterschiedlichen Mitgliedstaaten ansässig sind;
27. „Inlandszahlung“ einen Zahlungsvorgang, der von einem Zahler oder einem Zahlungsempfänger ausgelöst wird und bei dem der Zahlungsdienstleister des Zahlers und der Zahlungsdienstleister des Zahlungsempfängers im selben Mitgliedstaat ansässig sind;

<sup>(1)</sup> ABl. L 177 vom 30.6.2006, S. 1.

<sup>(2)</sup> ABl. L 124 vom 20.5.2003, S. 36.

28. „Referenzpartei“ eine natürliche oder juristische Person, in deren Namen ein Zahler eine Zahlung leistet oder ein Zahlungsempfänger eine Zahlung erhält.

#### Artikel 3

##### Erreichbarkeit

(1) Ein Zahlungsdienstleister eines Zahlungsempfängers, der für eine Inlandsüberweisung gemäß einem Zahlverfahren erreichbar ist, muss in Einklang mit den Bestimmungen eines unionsweiten Zahlverfahrens auch für Überweisungen erreichbar sein, die von einem Zahler über einen in einem beliebigen Mitgliedstaat ansässigen Zahlungsdienstleister ausgelöst werden.

(2) Ein Zahlungsdienstleister eines Zahlers, der für eine Inlandslastschrift gemäß einem Zahlverfahren erreichbar ist, muss im Einklang mit den Bestimmungen eines unionsweiten Zahlverfahrens auch für Lastschriften erreichbar sein, die von einem Zahlungsempfänger über einen in einem beliebigen Mitgliedstaat ansässigen Zahlungsdienstleister veranlasst werden.

(3) Absatz 2 gilt nur für Lastschriften, die für die Verbraucher als Zahler nach dem Zahlverfahren verfügbar sind.

#### Artikel 4

##### Interoperabilität

(1) Zahlverfahren, die von Zahlungsdienstleistern für die Abwicklung von Überweisungen und Lastschriften genutzt werden, müssen folgende Bedingungen erfüllen:

- a) ihre Bestimmungen sind für inländische und grenzüberschreitende Überweisungen innerhalb der Union und entsprechend für inländische und grenzüberschreitende Lastschriften innerhalb der Union die gleichen und
- b) die Teilnehmer des Zahlverfahrens repräsentieren eine Mehrheit der Zahlungsdienstleister aus einer Mehrheit der Mitgliedstaaten und entsprechen einer Mehrheit der Zahlungsdienstleister innerhalb der Union, wobei nur Zahlungsdienstleister berücksichtigt werden, die Überweisungen bzw. Lastschriften anbieten.

Für die Zwecke des Unterabsatzes 1 Buchstabe b werden, wenn weder der Zahler noch der Zahlungsempfänger ein Verbraucher ist, nur die Mitgliedstaaten, in denen Zahlungsdienstleister solche Dienstleistungen anbieten, und nur Zahlungsdienstleister, die solche Dienstleistungen anbieten, berücksichtigt.

(2) Der Betreiber eines Massenzahlungssystems oder mangels eines offiziellen Betreibers die Teilnehmer an einem Massenzahlungssystem innerhalb der Union stellen sicher, dass die technische Interoperabilität ihrer Zahlungssysteme mit anderen Massenzahlungssystemen innerhalb der Union durch die Anwendung von internationalen oder europäischen Normungsgremien entwickelter Standards gewährleistet wird. Darüber hinaus beschließen sie keine Geschäftsregeln, die die Interoperabilität mit anderen Massenzahlungssystemen innerhalb der Union beschränken. Die gemäß der Richtlinie 98/26/EG des Europäischen Parlaments und des Rates vom 19. Mai 1998 über die Wirksamkeit von Abrechnungen in Zahlungs- sowie Wertpapierliefer- und -abrechnungssystemen<sup>(1)</sup> bezeichneten Zah-

lungssysteme sind lediglich verpflichtet, die technische Interoperabilität mit den anderen gemäß dieser Richtlinie gemeldeten Zahlungssystemen sicherzustellen.

(3) Die Abwicklung von Überweisungen und Lastschriften darf nicht durch technische Hindernisse behindert werden.

(4) Der Inhaber eines Zahlverfahrens oder mangels eines offiziellen Inhabers eines Zahlverfahrens der führende Teilnehmer eines neuen Massenzahlverfahrens, das Teilnehmer in mindestens acht Mitgliedstaaten hat, kann bei den zuständigen Behörden des Mitgliedstaats, in dem der Eigentümer des Zahlverfahrens oder der führende Teilnehmer ansässig ist, eine befristete Ausnahme von den Anforderungen gemäß Absatz 1 Unterabsatz 1 Buchstabe b beantragen. Die zuständigen Behörden können nach Konsultation der zuständigen Behörden in dem anderen Mitgliedstaat, in dem das neue Massenzahlverfahren einen Teilnehmer hat, der Kommission und der EZB eine entsprechende Ausnahme für höchstens drei Jahre gewähren. Diese zuständigen Behörden stützen ihren Beschluss auf das Potenzial des neuen Zahlverfahrens, sich zu einem vollwertigen paneuropäischen Zahlverfahren zu entwickeln, und auf seinen Beitrag zur Verbesserung des Wettbewerbs oder zur Förderung von Innovationen.

(5) Mit Ausnahme der Zahlungsdienste, für die die Ausnahme gemäß Artikel 16 Absatz 4 gilt, gilt der vorliegende Artikel ab dem 1. Februar 2014.

#### Artikel 5

##### Anforderungen an Überweisungen und Lastschriften

(1) Zahlungsdienstleister führen Überweisungen und Lastschriften gemäß den nachstehenden Anforderungen aus:

- a) Sie müssen für die Identifikation von Zahlungskonten unabhängig vom Standort des betreffenden Zahlungsdienstleisters den unter Nummer 1 Buchstabe a des Anhangs genannten Identifikator für Zahlungskonten verwenden.
- b) Sie müssen bei der Übermittlung von Zahlungen an einen anderen Zahlungsdienstleister oder über ein Massenzahlungssystem die unter Nummer 1 Buchstabe b des Anhangs genannten Nachrichtenformate verwenden.
- c) Sie müssen sicherstellen, dass Zahlungsdienstnutzer die unter Nummer 1 Buchstabe a des Anhangs genannte Zahlungskontonummer für die Identifikation der Zahlungskonten verwenden, und zwar unabhängig davon, ob der Zahlungsdienstleister des Zahlers und der Zahlungsdienstleister des Zahlungsempfängers oder der einzige am Zahlungsvorgang beteiligte Zahlungsdienstleister im selben Mitgliedstaat wie der Zahlungsdienstnutzer oder in einem anderen Mitgliedstaat ansässig sind.
- d) Sie müssen sicherstellen, dass, falls ein Zahlungsdienstnutzer, der weder ein Verbraucher noch ein Kleinunternehmen ist, einzelne Überweisungen oder einzelne Lastschriften veranlasst oder erhält, die nicht einzeln, sondern gebündelt übermittelt werden, die unter Nummer 1 Buchstabe b des Anhangs genannten Nachrichtenformate verwendet werden.

<sup>(1)</sup> ABl. L 166 vom 11.6.1998, S. 45.

Unbeschadet von Unterabsatz 1 Buchstabe b verwenden Zahlungsdienstleister auf ausdrücklichen Antrag eines Zahlungsdienstnutzers in ihren Beziehungen zu diesem Zahlungsdienstnutzer die unter Nummer 1 Buchstabe b des Anhangs genannten Nachrichtenformate.

(2) Zahlungsdienstleister führen Überweisungen gemäß folgenden Anforderungen, die den im nationalen Recht zur Umsetzung der Richtlinie 95/46/EG niedergelegten Verpflichtungen unterliegen, aus:

- a) Der Zahlungsdienstleister des Zahlers muss sicherstellen, dass der Zahler die unter Nummer 2 Buchstabe a des Anhangs genannten Datenelemente übermittelt.
- b) Der Zahlungsdienstleister des Zahlers muss die unter Nummer 2 Buchstabe b des Anhangs genannten Datenelemente an den Zahlungsdienstleister des Zahlungsempfängers übermitteln.
- c) Der Zahlungsdienstleister des Zahlungsempfängers muss dem Zahlungsempfänger die unter Nummer 2 Buchstabe d des Anhangs genannten Datenelemente übermitteln oder sie ihm zur Verfügung stellen.

(3) Zahlungsdienstleister führen Lastschriften gemäß den folgenden Anforderungen, die den im nationalen Recht zur Umsetzung der Richtlinie 95/46/EG niedergelegten Verpflichtungen unterliegen, aus:

- a) Der Zahlungsdienstleister des Zahlungsempfängers muss sicherstellen, dass:
  - i) der Zahlungsempfänger die unter Nummer 3 Buchstabe a des Anhangs genannten Datenelemente mit der ersten Lastschrift und bei einer einmaligen Lastschrift und bei jedem wiederkehrenden Zahlungsvorgang übermittelt,
  - ii) der Zahler sowohl dem Zahlungsempfänger als auch dem Zahlungsdienstleister des Zahlers (direkt oder indirekt über den Zahlungsempfänger) seine Zustimmung erteilt, die Mandate zusammen mit nachfolgenden Änderungen oder Löschungen vom Zahlungsempfänger oder von einem Dritten im Auftrag des Zahlungsempfängers aufbewahrt werden, und der Zahlungsempfänger von dem Zahlungsdienstleister gemäß Artikel 41 und 42 der Richtlinie 2007/64/EG von dieser Anforderung in Kenntnis gesetzt wird.
- b) Der Zahlungsdienstleister des Zahlungsempfängers muss dem Zahlungsdienstleister des Zahlers die unter Nummer 3 Buchstabe b des Anhangs genannten Datenelemente übermitteln.
- c) Der Zahlungsdienstleister des Zahlers muss dem Zahler die in Nummer 3 Buchstabe c des Anhangs genannten Datenelemente übermitteln oder sie ihm zur Verfügung stellen.
- d) Die Zahler müssen ihren Zahlungsdienstleistern den Auftrag erteilen können:
  - i) Lastschrifteinzüge auf einen bestimmten Betrag oder eine bestimmte Periodizität oder beides zu begrenzen;
  - ii) falls das Mandat gemäß dem Zahlverfahren kein Erstattungsrecht vorsieht, vor Belastung ihres Zahlungskontos

jede Lastschrift anhand der Mandatsangaben zu überprüfen und zu kontrollieren, ob der Betrag und die Periodizität der vorgelegten Lastschrift den Vereinbarungen im Mandat entsprechen;

- iii) sämtliche Lastschriften auf das Zahlungskonto des Zahlers oder sämtliche von einem oder mehreren genannten Zahlungsempfängern veranlasste Lastschriften zu blockieren bzw. lediglich durch einen oder mehrere genannte Zahlungsempfänger veranlasste Lastschriften zu autorisieren.

Ist weder der Zahler noch der Zahlungsempfänger ein Verbraucher, so sind die Zahlungsdienstleister nicht verpflichtet, Buchstabe d Ziffer i, ii oder iii einzuhalten.

Der Zahlungsdienstleister des Zahlers setzt gemäß Artikel 41 und 42 der Richtlinie 2007/64/EG den Zahler von den in Buchstabe d genannten Rechten in Kenntnis.

Der Zahlungsempfänger übermittelt mit der ersten Lastschrift oder bei einer einmaligen Lastschrift und bei jeder wiederkehrenden Lastschrift seinem Zahlungsdienstleister die mandatsbezogenen Informationen. Der Zahlungsdienstleister des Zahlungsempfängers übermittelt dem Zahlungsdienstleister des Zahlers diese Informationen bei jeder Lastschrift.

(4) Zusätzlich zu den in Absatz 1 genannten Anforderungen teilt der Zahlungsempfänger, der Überweisungen annimmt, den Zahlern bei jedem Überweisungsverlangen seinen unter Nummer 1 Buchstabe a des Anhangs genannten Identifikator für Zahlungskonten und bis 1. Februar 2014 für Inlandszahlungen sowie bis 1. Februar 2016 für grenzüberschreitende Zahlungen erforderlichenfalls die BIC seines Zahlungsdienstleisters mit.

(5) Vor der ersten Lastschrift teilt ein Zahler seinen unter Nummer 1 Buchstabe a des Anhangs genannten Identifikator für Zahlungskonten mit. Die BIC eines Zahlungsdienstleisters des Zahlers wird für Inlandszahlungen bis 1. Februar 2014 und für grenzüberschreitende Zahlungen bis 1. Februar 2016 vom Zahler erforderlichenfalls mitgeteilt.

(6) Sieht die Rahmenvereinbarung zwischen dem Zahler und seinem Zahlungsdienstleister kein Erstattungsrecht vor, so prüft der Zahlungsdienstleister des Zahlers vor Belastung von dessen Zahlungskonto unbeschadet der Bestimmungen von Absatz 3 Buchstabe a Ziffer ii jede Lastschrift anhand der Mandatsangaben im Hinblick darauf, ob der Betrag der übermittelten Lastschrift den Vereinbarungen im Mandat entsprechen.

(7) Nach dem 1. Februar 2014 für Inlandszahlungen und nach dem 1. Februar 2016 für grenzüberschreitende Zahlungen fordern Zahlungsdienstleister Zahlungsdienstnutzer nicht auf, die BIC des Zahlungsdienstleisters eines Zahlers oder des Zahlungsdienstleisters eines Zahlungsempfängers anzugeben.

(8) Die Zahlungsdienstleister des Zahlers und des Zahlungsempfängers erheben keine Entgelte oder sonstigen Entgelte für den Auslesevorgang, durch den automatisch ein Mandat für die Zahlungen erstellt wird, die mit einer Zahlungskarte oder mit Hilfe einer solchen an der Verkaufsstelle ausgelöst werden und zu einer Lastschrift führen.

## Artikel 6

### Enddaten

- (1) Überweisungen werden ab 1. Februar 2014 im Einklang mit den in Artikel 5 Absätze 1, 2 und 4 und unter den Nummern 1 und 2 des Anhangs dargelegten technischen Anforderungen ausgeführt.
- (2) Lastschriften werden ab 1. Februar 2014 im Einklang mit Artikel 8 Absätze 2 und 3 und Artikel 5 Absätze 1, 3, 5, 6 und 8 und den unter den Nummern 1 und 3 des Anhangs dargelegten Anforderungen ausgeführt.
- (3) Unbeschadet Artikel 3 werden Lastschriften ab 1. Februar 2017 für Inlandszahlungen und ab 1. November 2012 für grenzüberschreitende Zahlungen im Einklang mit den in Artikel 8 Absatz 1 dargelegten Anforderungen ausgeführt.
- (4) Für Inlandszahlungen können ein Mitgliedstaat oder mit Zustimmung des betreffenden Mitgliedstaats die Zahlungsdienstleister eines Mitgliedstaats, nachdem sie den Stand der Vorbereitungen und die Bereitschaft ihrer Bürger geprüft und bewertet haben, frühere Termine als die in den Absätzen 1 und 2 genannten festlegen.

## Artikel 7

### Gültigkeit von Mandaten und Erstattungsrecht

- (1) Ein vor dem 1. Februar 2014 gültiges Mandat eines Zahlungsempfängers zur Einziehung wiederkehrender Lastschriften im Rahmen eines Altzahlverfahrens bleibt nach diesem Datum gültig und gilt als Zustimmung des Zahlers gegenüber seinem Zahlungsdienstleister, die vom betreffenden Zahlungsempfänger eingezogenen wiederkehrenden Lastschriften gemäß dieser Verordnung auszuführen, sofern keine nationalen Rechtsvorschriften oder Kundenvereinbarungen über die weitere Gültigkeit der Lastschriftmandate existieren.
- (2) Ein Mandat gemäß Absatz 1 gewährt ein bedingungsloses Erstattungsrecht und eine Erstattung zurückdatiert auf das Wertstellungsdatum der zu erstattenden Zahlung, wenn solche Erstattungsrechte in den rechtlichen Rahmenbedingungen für Mandate im Altzahlverfahren vorgesehen waren.

## Artikel 8

### Interbankenentgelte für Lastschriften

- (1) Unbeschadet Absatz 2 finden für Lastschriften weder multilaterale Interbankenentgelte pro Lastschrift noch andere vereinbarte Vergütungen mit vergleichbarem Ziel oder vergleichbarer Wirkung Anwendung.
- (2) Für R-Transaktionen kann ein multilaterales Interbankenentgelt erhoben werden, wenn folgende Voraussetzungen erfüllt sind:
  - a) die Vereinbarung dient dem Zweck, die Kosten effizient dem Zahlungsdienstleister oder dem Zahlungsdienstnutzer zuzuweisen, die die R-Transaktion veranlasst haben, wobei den Transaktionskosten Rechnung zu tragen und sicherzustellen ist, dass der Zahler nicht automatisch belastet wird und der Zahlungsdienstleister Zahlungsdienstnutzern für eine bestimmte Art von R-Transaktionen keine Entgelte

in Rechnung stellt, die die dem Zahlungsdienstleister für derartige Transaktionen entstandenen Kosten überschreiten;

- b) die Entgelte werden strikt kostenbasiert berechnet;
- c) die Höhe der Entgelte darf die tatsächlichen Kosten für die Abwicklung einer R-Transaktion durch den kostengünstigsten vergleichbaren Zahlungsdienstleister, der im Hinblick auf Transaktionsvolumen und Art der Dienste eine repräsentative Partei der Vereinbarung ist, nicht überschreiten;
- d) kommen gemäß den Buchstaben a, b und c Entgelte zur Anwendung, so erheben die Zahlungsdienstleister von ihren Zahlungsdienstnutzern keine zusätzlichen Entgelte für Kosten, die bereits durch diese Interbankenentgelte abgedeckt sind;
- e) zur Vereinbarung besteht keine gangbare und wirtschaftlich tragbare Alternative, die eine Abwicklung von R-Transaktionen mit gleicher oder höherer Effizienz und zu gleichen oder niedrigeren Kosten für die Verbraucher ermöglicht.

Für die Zwecke von Unterabsatz 1 werden bei der Berechnung der Entgelte für die R-Transaktion nur Kostenkategorien berücksichtigt, die für die Abwicklung der R-Transaktion direkt und zweifelsfrei relevant sind. Diese Kosten werden genau bestimmt. Die Aufschlüsselung der Kosten, einschließlich der gesonderten Beschreibung aller Kostenbestandteile, ist Gegenstand der Vereinbarung, um eine einfache Kontrolle und Überwachung zu ermöglichen.

- (3) Die Absätze 1 und 2 gelten entsprechend für unilaterale Vereinbarungen eines Zahlungsdienstleisters und bilaterale Vereinbarungen zwischen Zahlungsdienstleistern mit einer multilateralen Vereinbarung vergleichbarem Ziel oder vergleichbarer Wirkung.

## Artikel 9

### Zugänglichkeit von Zahlungen

- (1) Ein Zahler, der eine Überweisung an einen Zahlungsempfänger vornimmt, der Inhaber eines Zahlungskontos innerhalb der Union ist, gibt nicht vor, in welchem Mitgliedstaat dieses Zahlungskonto zu führen ist, sofern das Zahlungskonto gemäß Artikel 3 erreichbar ist.
- (2) Ein Zahlungsempfänger, der eine Überweisung annimmt oder eine Lastschrift verwendet, um Geldbeträge von einem Zahler einzuziehen, der Inhaber eines Zahlungskontos innerhalb der Union ist, gibt nicht vor, in welchem Mitgliedstaat dieses Zahlungskonto zu führen ist, sofern das Zahlungskonto gemäß Artikel 3 erreichbar ist.

## Artikel 10

### Zuständige Behörden

- (1) Die Mitgliedstaaten benennen als zuständige Behörden, die für die Gewährleistung der Einhaltung dieser Verordnung verantwortlich sind, staatliche Behörden oder Stellen, die im innerstaatlichen Recht oder von staatlichen Behörden anerkannt sind und im innerstaatlichen Recht ausdrücklich für diese Zwecke befugt sind, einschließlich der nationalen Zentralbanken. Die Mitgliedstaaten können bestehende Stellen als zuständige Behörden benennen.



(2) Die Mitgliedstaaten notifizieren der Kommission bis zum 1. Februar 2013 die gemäß Absatz 1 bezeichneten Einrichtungen. Sie teilen der Kommission und der Europäischen Aufsichtsbehörde (Europäische Bankenaufsichtsbehörde — EBA) unverzüglich jede nachfolgende Änderung mit, die diese Behörden betrifft.

(3) Die Mitgliedstaaten stellen sicher, dass die in Absatz 1 genannten zuständigen Behörden mit allen zur Erfüllung ihrer Aufgaben notwendigen Befugnissen ausgestattet sind. Gibt es im Hoheitsgebiet der Mitgliedstaaten für den unter diese Verordnung fallenden Regelungsbereich mehr als eine zuständige Behörde, so stellen die betreffenden Mitgliedstaaten sicher, dass diese Behörden eng zusammenarbeiten, damit sie ihre jeweiligen Aufgaben effizient erfüllen können.

(4) Die zuständigen Behörden überwachen die Einhaltung dieser Verordnung durch die Zahlungsdienstleister wirksam und treffen alle erforderlichen Maßnahmen, um diese Einhaltung sicherzustellen. Sie kooperieren untereinander gemäß Artikel 24 der Richtlinie 2007/64/EG und gemäß Artikel 31 der Verordnung (EU) Nr. 1093/2010.

#### Artikel 11

##### Sanktionen

(1) Die Mitgliedstaaten legen bis zum 1. Februar 2013 Regeln für die im Falle eines Verstoßes gegen diese Verordnung geltenden Sanktionen fest und treffen alle erforderlichen Maßnahmen, um sicherzustellen, dass diese angewandt werden. Die Sanktionen müssen wirksam, verhältnismäßig und abschreckend sein. Die Mitgliedstaaten teilen der Kommission diese Regeln und Maßnahmen bis zum 1. August 2013 mit und unterrichten sie unverzüglich über alle späteren Änderungen.

(2) Die in Absatz 1 genannten Sanktionen werden nicht auf Verbraucher angewandt.

#### Artikel 12

##### Außergerichtliche Beschwerde- und Rechtsbehelfsverfahren

(1) Die Mitgliedstaaten schaffen angemessene und wirksame außergerichtliche Beschwerde- und Rechtsbehelfsverfahren für die Beilegung von aus dieser Verordnung erwachsenden Streitigkeiten betreffend Rechte und Pflichten zwischen Zahlungsdienstnutzern und ihren Zahlungsdienstleistern. Die Mitgliedstaaten benennen für diese Zwecke bestehende Einrichtungen oder schaffen, soweit angebracht, neue Einrichtungen.

(2) Die Mitgliedstaaten notifizieren der Kommission bis zum 1. Februar 2013 die in Absatz 1 genannten Einrichtungen. Sie teilen der Kommission unverzüglich jede nachfolgende Änderung mit, die diese Einrichtungen betrifft.

(3) Die Mitgliedstaaten können beschließen, dass dieser Artikel nur für Zahlungsdienstnutzer gilt, die Verbraucher sind, oder nur für solche, die Verbraucher und Kleinunternehmen sind. Die Mitgliedstaaten teilen der Kommission derartige Vorschriften bis 1. August 2013 mit.

#### Artikel 13

##### Übertragung von Befugnissen

Der Kommission wird die Befugnis übertragen, gemäß Artikel 14 zur Änderung des Anhangs delegierte Rechtsakte zu erlassen, um den technischen Fortschritt und Marktentwicklungen zu berücksichtigen.

#### Artikel 14

##### Ausübung der Befugnisübertragung

(1) Die Befugnis zum Erlass delegierter Rechtsakte wird der Kommission unter den in diesem Artikel festgelegten Bedingungen übertragen.

(2) Die Befugnis zum Erlass delegierter Rechtsakte gemäß Artikel 13 wird der Kommission für einen Zeitraum von fünf Jahren ab dem 31. März 2012 übertragen. Die Kommission erstellt spätestens neun Monate vor Ablauf des Zeitraums von fünf Jahren einen Bericht über die Befugnisübertragung. Die Befugnisübertragung verlängert sich stillschweigend um Zeiträume gleicher Länge, es sei denn, das Europäische Parlament oder der Rat widersprechen einer solchen Verlängerung spätestens drei Monate vor Ablauf des jeweiligen Zeitraums.

(3) Die Befugnisübertragung gemäß Artikel 13 kann vom Europäischen Parlament oder vom Rat jederzeit widerrufen werden. Der Beschluss über den Widerruf beendet die Übertragung der in diesem Beschluss angegebenen Befugnis. Er wird am Tag nach seiner Veröffentlichung im *Amtsblatt der Europäischen Union* oder zu einem im Beschluss über den Widerruf angegebenen späteren Zeitpunkt wirksam. Die Gültigkeit von delegierten Rechtsakten, die bereits in Kraft sind, wird von dem Beschluss über den Widerruf nicht berührt.

(4) Sobald die Kommission einen delegierten Rechtsakt erlässt, übermittelt sie ihn gleichzeitig dem Europäischen Parlament und dem Rat.

(5) Ein delegierter Rechtsakt, der gemäß Artikel 13 erlassen wurde, tritt nur in Kraft, wenn weder das Europäische Parlament noch der Rat innerhalb einer Frist von drei Monaten nach Übermittlung dieses Rechtsakts an das Europäische Parlament und den Rat Einwände erhoben haben oder wenn vor Ablauf dieser Frist das Europäische Parlament und der Rat beide der Kommission mitgeteilt haben, dass sie keine Einwände erheben werden. Auf Betreiben des Europäischen Parlaments oder des Rates wird diese Frist um drei Monate verlängert.

#### Artikel 15

##### Überprüfung

Die Kommission legt dem Europäischen Parlament, dem Rat, dem Europäischen Wirtschafts- und Sozialausschuss, der EZB und der EBA bis zum 1. Februar 2017 einen Bericht über die Anwendung dieser Verordnung vor und fügt diesem Bericht gegebenenfalls einen Vorschlag bei.

#### Artikel 16

##### Übergangsbestimmungen

(1) Abweichend von Artikel 6 Absätze 1 und 2 können Mitgliedstaaten Zahlungsdienstleistern bis 1. Februar 2016 gestatten, Konvertierungsdienstleistungen für Inlandszahlungen für Zahlungsdienstnutzer, die Verbraucher sind, anzubieten, wodurch diese weiterhin die BBAN statt dem unter Nummer 1

Buchstabe a des Anhangs genannten Identifikator für Zahlungskonten unter der Bedingung verwenden können, dass die Interoperabilität sichergestellt wird, indem die BBAN des Zahlers und des Zahlungsempfängers technisch und sicher auf den unter Nummer 1 Buchstabe a des Anhangs genannten Identifikator für Zahlungskonten konvertiert wird. Diese Zahlungskontonummer wird dem den Auftrag erteilenden Zahlungsdienstnutzer mitgeteilt, sofern zweckmäßig, bevor die Zahlung ausgeführt wird. In einem solchen Fall erheben Zahlungsdienstleister vom Zahlungsdienstnutzer keine direkt oder indirekt mit dieser Konvertierungsdienstleistung verknüpften zusätzlichen Entgelte oder sonstigen Entgelte.

(2) Zahlungsdienstleister, die auf Euro lautende Zahlungsdienste anbieten und die in einem Mitgliedstaat ansässig sind, der den Euro nicht als Währung eingeführt hat, erfüllen, wenn sie auf Euro lautende Zahlungsdienste anbieten, bis 31. Oktober 2016 die in Artikel 3 genannten Anforderungen. Wird der Euro in einem dieser Mitgliedstaaten jedoch vor dem 31. Oktober 2015 als Währung eingeführt, kommt der in diesem Mitgliedstaat ansässige Zahlungsdienstleister den Anforderungen von Artikel 3 binnen eines Jahres nach dem Zeitpunkt des Beitritts des betreffenden Mitgliedstaats zum Euroraum nach.

(3) Die Mitgliedstaaten können ihren zuständigen Behörden gestatten, für Überweisungen oder Lastschriften mit einem kumulativen Marktanteil, der gemäß den von der EZB jährlich veröffentlichten offiziellen Zahlungsstatistiken unter 10 % der Gesamtzahl der Überweisungen bzw. Lastschriften liegt, in dem betreffenden Mitgliedstaat bis zum 1. Februar 2016 Ausnahmen von allen oder einem Teil der in Artikel 6 Absätze 1 und 2 beschriebenen Anforderungen zu genehmigen.

(4) Die Mitgliedstaaten können ihren zuständigen Behörden gestatten, alle oder einen Teil der in Artikel 6 Absätze 1 und 2 genannten Anforderungen bis 1. Februar 2016 für Zahlungen auszusetzen, die an der Verkaufsstelle mit Hilfe einer Zahlungskarte generiert werden und zu einer Lastschrift auf ein bzw. von einem durch BBAN oder IBAN identifiziertes Zahlungskonto führen.

(5) Abweichend von Artikel 6 Absätze 1 und 2 können Mitgliedstaaten ihren zuständigen Behörden bis 1. Februar 2016 gestatten, Ausnahmen von der spezifischen Anforderung gemäß Artikel 5 Absatz 1 Buchstabe d zu genehmigen, die unter Nummer 1 Buchstabe b des Anhangs angegebenen Nachrichtenformate zu verwenden, wenn die Zahlungsdienstnutzer individuelle Überweisungen oder Lastschriften auslösen, die für die Zwecke der Übertragung gebündelt werden. Ungeachtet einer möglichen Ausnahme erfüllen Zahlungsdienstleister die Anforderungen gemäß Artikel 5 Absatz 1 Buchstabe d, wenn ein Zahlungsdienstnutzer eine entsprechende Dienstleistung beantragt.

(6) Abweichend von Artikel 6 Absätze 1 und 2 können Mitgliedstaaten die Anforderungen betreffend die Übermittlung der BIC für Inlandszahlungen gemäß Artikel 5 Absätze 4, 5 und 7 bis 1. Februar 2016 verschieben.

(7) Beabsichtigt ein Mitgliedstaat, eine der in den Absätzen 1, 3, 4, 5 oder 6 vorgesehenen Ausnahmen zu nutzen, unterrichtet

er die Kommission bis zum 1. Februar 2013 entsprechend und erlaubt nachfolgend seiner zuständigen Behörde, gegebenenfalls Ausnahmen von einigen oder allen der in Artikel 5, Artikel 6 Absätze 1 oder 2 und dem Anhang genannten Anforderungen für die entsprechenden in den betreffenden Absätzen oder Unterabsätzen genannten Zahlungen für einen Zeitraum zu gestatten, der den der Ausnahme nicht überschreitet. Die Mitgliedstaaten unterrichten die Kommission über die der Ausnahme unterliegenden Zahlungsvorgänge und jede nachfolgende Änderung.

(8) Zahlungsdienstleister, die in einem Mitgliedstaat ansässig sind, der den Euro nicht als Währung eingeführt hat, und Zahlungsdienstnutzer, die einen Zahlungsdienst in einem solchen Mitgliedstaat nutzen, erfüllen bis zum 31. Oktober 2016 die in Artikel 4 und 5 genannten Anforderungen. Betreiber von Massenzahlungssystemen für einen Mitgliedstaat, der den Euro nicht als Währung eingeführt hat, erfüllen bis zum 31. Oktober 2016 die in Artikel 4 Absatz 2 genannten Anforderungen.

Wird der Euro in einem dieser Mitgliedstaaten jedoch vor dem 31. Oktober 2015 als Währung eingeführt, erfüllen die Zahlungsdienstleister oder gegebenenfalls die Betreiber von Massenzahlungssystemen, die in diesem Mitgliedstaat ansässig sind, und die Zahlungsdienstnutzer, die einen entsprechenden Zahlungsdienst in diesem Mitgliedstaat nutzen, die betreffenden Anforderungen binnen eines Jahres nach dem Zeitpunkt des Beitritts des betreffenden Mitgliedstaats zum Euroraum, jedoch nicht vor den entsprechenden Terminen, die für die Mitgliedstaaten gelten, die am 31. März 2012 den Euro als Währung eingeführt haben.

#### Artikel 17

#### Änderungen der Verordnung (EG) Nr. 924/2009

Die Verordnung (EG) Nr. 924/2009 wird wie folgt geändert:

1. Artikel 2 Nummer 10 erhält folgende Fassung:

„10. ‚Geldbetrag‘ Banknoten und Münzen, Giralgeld und elektronisches Geld im Sinne des Artikels 2 Nummer 2 der Richtlinie 2009/110/EG des Europäischen Parlaments und des Rates vom 16. September 2009 über die Aufnahme, Ausübung und Beaufsichtigung der Tätigkeit von E-Geld-Instituten (\*);

(\*) ABl. L 267 vom 10.10.2009, S. 7.“

2. Artikel 3 Absatz 1 erhält folgende Fassung:

„(1) Zahlungsdienstleister erheben von einem Zahlungsdienstnutzer für grenzüberschreitende Zahlungen die gleichen Entgelte, wie sie sie von Zahlungsdienstnutzern für entsprechende Inlandszahlungen in gleicher Höhe und in der gleichen Währung erheben.“

3. Artikel 4 wird wie folgt geändert:

a) Absatz 2 wird gestrichen.

b) Absatz 3 erhält folgende Fassung:

„(3) Der Zahlungsdienstleister kann dem Zahlungsdienstnutzer über das gemäß Artikel 3 Absatz 1 erhobene Entgelt hinausgehende Entgelte in Rechnung stellen, wenn der Zahlungsdienstnutzer dem Zahlungsdienstleister den Auftrag zur Ausführung der grenzüberschreitenden Zahlung ohne Angabe von IBAN und, sofern gemäß der Verordnung (EU) Nr. 260/2012 des Europäischen Parlaments und des Rates vom 14. März 2012 zur Festlegung der technischen Vorschriften und der Geschäftsanforderungen für Überweisungen und Lastschriften in Euro und zur Änderung der Verordnung (EG) Nr. 924/2009 (\*) angebracht, entsprechender BIC für das Zahlungskonto in dem anderen Mitgliedstaat erteilt. Diese Entgelte müssen angemessen und an den anfallenden Kosten ausgerichtet sein. Sie werden zwischen dem Zahlungsdienstleister und dem Zahlungsdienstnutzer vereinbart. Der Zahlungsdienstleister muss dem Zahlungsdienstnutzer die Höhe der zusätzlichen Entgelte rechtzeitig, bevor der Zahlungsdienstnutzer durch eine solche Vereinbarung gebunden ist, mitteilen.

(\*) Abl. L 94 vom 30.3.2012, S. 22“.

4. Artikel 5 Absatz 1 erhält folgende Fassung:

Diese Verordnung ist in allen ihren Teilen verbindlich und gilt unmittelbar in jedem Mitgliedstaat.

Geschehen zu Straßburg am 14. März 2012.

*Im Namen des Europäischen  
Parlaments*

*Der Präsident*

M. SCHULZ

*Im Namen des Rates*

*Der Präsident*

N. WAMMEN

„(1) Die Mitgliedstaaten heben mit Wirkung vom 1. Februar 2016 zahlungsbilanzstatistisch begründete innerstaatliche Pflichten der Zahlungsdienstleister zur Meldung von Zahlungsverkehrsdaten im Zusammenhang mit Zahlungen ihrer Kunden auf.“

5. Artikel 7 wird wie folgt geändert:

a) In Absatz 1 wird das Datum „1. November 2012“ durch „1. Februar 2017“ ersetzt.

b) In Absatz 2 wird das Datum „1. November 2012“ durch „1. Februar 2017“ ersetzt.

c) In Absatz 3 wird das Datum „1. November 2012“ durch „1. Februar 2017“ ersetzt.

6. Artikel 8 wird gestrichen.

*Artikel 18*

#### **Inkrafttreten**

Diese Verordnung tritt am Tag nach ihrer Veröffentlichung im *Amtsblatt der Europäischen Union* in Kraft.

## ANHANG

## TECHNISCHE ANFORDERUNGEN (ARTIKEL 5)

1. Zusätzlich zu den grundlegenden Anforderungen gemäß Artikel 5 gelten folgende technische Anforderungen für Überweisungen und Lastschriften:
  - a) Der in Artikel 5 Absatz 1 Buchstaben a und c genannte Identifikator für Zahlungskonten muss die IBAN sein.
  - b) Der Standard für das in Artikel 5 Absatz 1 Buchstaben b und d genannte Nachrichtenformat muss der XML-Standard der ISO 20022 sein.
  - c) Das Feld „Verwendungszweck einer Zahlung“ muss 140 Zeichen zulassen. Die Zahlverfahren können eine höhere Anzahl von Zeichen zulassen, es sei denn, das für die Übermittlung der Informationen verwendete Gerät unterliegt hinsichtlich der Anzahl der Zeichen technischen Beschränkungen, so dass in diesem Fall diese technisch bedingte Höchstgrenze des Geräts gilt.
  - d) Die Angaben zum Verwendungszweck und alle anderen gemäß den Nummern 2 und 3 dieses Anhangs zur Verfügung gestellten Datenelemente müssen zwischen den Zahlungsdienstleistern in der Zahlungskette vollständig und unverändert weitergegeben werden.
  - e) Sobald die geforderten Daten in elektronischer Form vorliegen, muss bei Zahlungsvorgängen in allen Prozessstadien der gesamten Zahlungskette eine vollständig automatisierte, elektronische Verarbeitung (durchgängige Verarbeitung) möglich sein, so dass der gesamte Zahlungsprozess ohne neue Dateneingabe oder manuelle Eingriffe elektronisch abgewickelt werden kann. Dies muss, soweit möglich, auch für die außergewöhnliche Abwicklung von Überweisungen und Lastschriften gelten.
  - f) In den Zahlverfahren dürfen hinsichtlich des Betrags der Zahlung für Überweisungen und Lastschriften keine Mindestbeträge vorgegeben werden, jedoch besteht keine Verpflichtung, Zahlungen über einen Nullbetrag auszuführen.
  - g) Die Zahlverfahren sind nicht verpflichtet, Überweisungen und Lastschriften über einem Betrag von 999 999 999,99 EUR auszuführen.
2. Zusätzlich zu den unter Nummer 1 genannten Anforderungen gelten für Überweisungen folgende Anforderungen:
  - a) Die in Artikel 5 Absatz 2 Buchstabe a genannten Datenelemente sind folgende:
    - i) Name des Zahlers und/oder IBAN des Zahlungskontos des Zahlers,
    - ii) Überweisungsbetrag,
    - iii) IBAN des Zahlungskontos des Zahlungsempfängers,
    - iv) sofern verfügbar, Name des Zahlungsempfängers,
    - v) gegebenenfalls Angaben zum Verwendungszweck.
  - b) Die in Artikel 5 Absatz 2 Buchstabe b genannten Datenelemente sind folgende:
    - i) Name des Zahlers,
    - ii) IBAN des Zahlungskontos des Zahlers,
    - iii) Überweisungsbetrag,
    - iv) IBAN des Zahlungskontos des Zahlungsempfängers,
    - v) gegebenenfalls Angaben zum Verwendungszweck,
    - vi) gegebenenfalls Identifikationscode des Zahlungsempfängers,
    - vii) gegebenenfalls Name der Referenzpartei des Zahlungsempfängers,
    - viii) gegebenenfalls Zweck der Überweisung,
    - ix) gegebenenfalls Kategorie des Zwecks der Überweisung.
  - c) Darüber hinaus stellt der Zahlungsdienstleister des Zahlers dem Zahlungsdienstleister des Zahlungsempfängers folgende obligatorischen Datenelemente zur Verfügung:
    - i) BIC des Zahlungsdienstleisters des Zahlers (sofern von den an der Zahlung beteiligten Zahlungsdienstleistern nicht anders vereinbart),



- ii) BIC des Zahlungsdienstleisters des Zahlungsempfängers (sofern von den am Zahlungsvorgang beteiligten Zahlungsdienstleistern nicht anders vereinbart),
  - iii) Identifikationscode des Zahlverfahrens,
  - iv) Verrechnungsdatum der Überweisung,
  - v) Referenznummer der Überweisungsnachricht des Zahlungsdienstleisters des Zahlers.
- d) Die in Artikel 5 Absatz 2 Buchstabe c genannten Datenelemente sind folgende:
- i) Name des Zahlers,
  - ii) Überweisungsbetrag,
  - iii) gegebenenfalls Angaben zum Verwendungszweck.
3. Zusätzlich zu den unter Nummer 1 genannten Anforderungen gelten für Lastschriften folgende Anforderungen:
- a) Die in Artikel 5 Absatz 3 Buchstabe a Ziffer i genannten Datenelemente sind folgende:
- i) Art der Lastschrift (wiederkehrende, einmalige, erste, letzte Lastschrift, Rücklastschrift),
  - ii) Name des Zahlungsempfängers,
  - iii) IBAN des Zahlungskontos des Zahlungsempfängers, auf das die Gutschrift geleistet werden soll,
  - iv) sofern verfügbar, Name des Zahlers,
  - v) IBAN des Zahlungskontos des Zahlers, das durch den Einzug belastet werden soll,
  - vi) eindeutige Mandatsreferenz,
  - vii) Datum der Zeichnung des Mandats, sofern dieses vom Zahler nach dem 31. März 2012 erteilt wird,
  - viii) Höhe des Einzugsbetrags,
  - ix) (bei Übernahme des Mandats durch einen anderen als den Zahlungsempfänger, der das Mandat ursprünglich erhalten hat) die vom ursprünglichen Zahlungsempfänger mitgeteilte eindeutige Mandatsreferenz,
  - x) Identifikationsnummer des Zahlungsempfängers,
  - xi) bei Übernahme des Mandats durch einen anderen als den Zahlungsempfänger, der das Mandat ursprünglich erhalten hat, Identifikationsnummer des ursprünglichen Zahlungsempfängers,
  - xii) gegebenenfalls Angaben zum Verwendungszweck des Zahlungsempfängers für den Zahler,
  - xiii) gegebenenfalls Zweck des Einzugs,
  - xiv) gegebenenfalls Kategorie des Zwecks des Einzugs.
- b) Die in Artikel 5 Absatz 3 Buchstabe b genannten Datenelemente sind folgende:
- i) BIC des Zahlungsdienstleisters des Zahlungsempfängers (sofern von den am Zahlungsvorgang beteiligten Zahlungsdienstleistern nicht anders vereinbart),
  - ii) BIC des Zahlungsdienstleisters des Zahlers (sofern von den am Zahlungsvorgang beteiligten Zahlungsdienstleistern nicht anders vereinbart),
  - iii) Name der Referenzpartei des Zahlers (falls bei dematerialisiertem Mandat vorhanden),
  - iv) Identifikationscode der Referenzpartei des Zahlers (falls bei dematerialisiertem Mandat vorhanden),
  - v) Name der Referenzpartei des Zahlungsempfängers (falls bei dematerialisiertem Mandat vorhanden),
  - vi) Identifikationscode der Referenzpartei des Zahlungsempfängers (falls bei dematerialisiertem Mandat vorhanden),
  - vii) Identifikationscode des Zahlverfahrens,
  - viii) Verrechnungsdatum des Einzugs,
  - ix) Einzugsreferenz des Zahlungsdienstleisters des Zahlungsempfängers,

- x) Art des Mandats,
  - xi) Art der Lastschrift (wiederkehrende, einmalige, erste, letzte Lastschrift, Rücklastschrift),
  - xii) Name des Zahlungsempfängers,
  - xiii) IBAN des Zahlungskontos des Zahlungsempfängers, auf das die Gutschrift geleistet werden soll,
  - xiv) sofern verfügbar, Name des Zahlers,
  - xv) IBAN des Zahlungskontos des Zahlers, das durch den Einzug belastet werden soll,
  - xvi) eindeutige Mandatsreferenz,
  - xvii) Datum der Zeichnung des Mandats, sofern dieses vom Zahler nach dem 31. März 2012 erteilt wird,
  - xviii) Höhe des Einzugsbetrags,
  - xix) die vom ursprünglichen Zahlungsempfänger mitgeteilte eindeutige Mandatsreferenz (bei Übernahme des Mandats durch einen anderen als den mandatserteilenden Zahlungsempfänger),
  - xx) Identifikationsnummer des Zahlungsempfängers,
  - xxi) Identifikationsnummer des ursprünglichen, mandatserteilenden Zahlungsempfängers (bei Übernahme des Mandats durch einen anderen als den mandatserteilenden Zahlungsempfänger),
  - xxii) gegebenenfalls Angaben zum Verwendungszweck des Zahlungsempfängers für den Zahler.
- c) Die in Artikel 5 Absatz 3 Buchstabe c genannten Datenelemente sind folgende:
- i) eindeutige Mandatsreferenz,
  - ii) Identifikationsnummer des Zahlungsempfängers,
  - iii) Name des Zahlungsempfängers,
  - iv) Höhe des Einzugsbetrags,
  - v) gegebenenfalls Angaben zum Verwendungszweck,
  - vi) Identifikationscode des Zahlverfahrens.
-

## Bedingungen für Zahlungen mittels Lastschrift im SEPA-Basis-Lastschriftverfahren



Fassung Juli 2012

Kreissparkasse Überall  
Kreditweg 1, 12345 Überall

Für Zahlungen des Kunden an Zahlungsempfänger mittels SEPA-Basis-Lastschrift über sein Konto bei der Sparkasse gelten folgende Bedingungen.

### 1 Allgemein

#### 1.1 Begriffsbestimmung

Eine Lastschrift ist ein vom Zahlungsempfänger ausgelöster Zahlungsvorgang zugunsten des Kontos des Kunden, bei dem die Höhe des jeweiligen Zahlungsbetrages vom Zahlungsempfänger angegeben wird.

#### 1.2 Entgelte

##### 1.2.1 Entgelte für Verbraucher

Die Entgelte im Lastschriftverkehr ergeben sich aus dem „Preis- und Leistungsverzeichnis“.

Änderungen der Entgelte werden dem Kunden spätestens zwei Monate vor dem Zeitpunkt ihres Wirksamwerdens in Textform angeboten. Hat der Kunde mit der Sparkasse im Rahmen der Geschäftsbeziehung einen elektronischen Kommunikationsweg vereinbart, können die Änderungen auch auf diesem Wege angeboten werden. Die Zustimmung des Kunden gilt als erteilt, wenn er seine Ablehnung nicht vor dem vorgeschlagenen Zeitpunkt des Wirksamwerdens der Änderungen angezeigt hat. Auf diese Genehmigungswirkung wird ihn die Sparkasse in ihrem Angebot besonders hinweisen.

Werden dem Kunden Änderungen der Entgelte angeboten, kann er diese Geschäftsbeziehung vor dem vorgeschlagenen Zeitpunkt des Wirksamwerdens der Änderungen auch fristlos und kostenfrei kündigen. Auf dieses Kündigungsrecht wird ihn die Sparkasse in ihrem Angebot besonders hinweisen.

##### 1.2.2 Entgelte für Kunden, die keine Verbraucher sind

Für Entgelte und deren Änderung für Zahlungen von Kunden, die keine Verbraucher sind, verbleibt es bei den Regelungen in Nummer 17 Absätze 2 bis 6 AGB-Sparkassen.

#### 1.3 Meldepflichten nach Außenwirtschaftsrecht

Der Kunde hat etwaige Meldepflichten nach dem Außenwirtschaftsrecht zu beachten.

#### 1.4 Außergerichtliche Streitschlichtung und sonstige Beschwerdemöglichkeit

Für die Beilegung von Streitigkeiten mit der Sparkasse kann sich der Kunde an die im „Preis- und Leistungsverzeichnis“ näher bezeichneten Streitschlichtungs- oder Beschwerdestellen wenden.

### 2 SEPA-Basis-Lastschrift

#### 2.1 Allgemein

##### 2.1.1 Wesentliche Merkmale des SEPA-Basis-Lastschriftverfahrens

Mit dem SEPA-Basis-Lastschriftverfahren kann der Kunde über die Sparkasse an den Zahlungsempfänger Zahlungen in Euro innerhalb des Gebiets des einheitlichen Euro-Zahlungsverkehrsraums („Single Euro Payments Area“, SEPA) bewirken. Zur SEPA gehören die in der Anlage genannten Staaten und Gebiete.

Für die Ausführung von Zahlungen mittels SEPA-Basis-Lastschriften muss – der Zahlungsempfänger und dessen Zahlungsdienstleister das SEPA-Basis-Lastschriftverfahren nutzen und – der Kunde vor dem Zahlungsvorgang dem Zahlungsempfänger das SEPA-Lastschriftmandat erteilen.

Der Zahlungsempfänger löst den jeweiligen Zahlungsvorgang aus, indem er über seinen Zahlungsdienstleister der Sparkasse die Lastschriften vorlegt. Der Kunde kann bei einer autorisierten Zahlung aufgrund einer SEPA-Basis-Lastschrift binnen einer Frist von acht Wochen ab dem Zeitpunkt der Belastungsbuchung auf seinem Konto von der Sparkasse die Erstattung des belasteten Lastschriftbetrages verlangen.

##### 2.1.2 Kundenkennungen

Für das Verfahren hat der Kunde die ihm mitgeteilte IBAN<sup>1</sup> und den BIC<sup>2</sup> der Sparkasse als seine Kundenkennung gegenüber dem Zahlungsempfänger zu verwenden, da die Sparkasse berechtigt ist, die Zahlung aufgrund der SEPA-Basis-Lastschrift ausschließlich auf der Grundlage der ihr übermittelten Kundenkennung auszuführen. Die Sparkasse und die weiteren beteiligten Stellen führen die Zahlung an den Zahlungsempfänger anhand der im Lastschriftdatensatz vom Zahlungsempfänger als dessen Kundenkennung angegebenen IBAN und BIC des Zahlungsempfängers aus.

##### 2.1.3 Übermittlung von Lastschriftdaten

Bei SEPA-Basis-Lastschriften können die Lastschriftdaten über das Nachrichtenübermittlungssystem der Society for Worldwide Interbank Financial Telecommunication (SWIFT) mit Sitz in Belgien und Rechenzentren in der Europäischen Union, in der Schweiz oder in den USA von dem Zahlungsdienstleister des Zahlungsempfängers an die Sparkasse weitergeleitet werden.

#### 2.2 SEPA-Lastschriftmandat

##### 2.2.1 Erteilung des SEPA-Lastschriftmandats (SEPA Direct Debit Mandate)

Der Kunde erteilt dem Zahlungsempfänger ein SEPA-Lastschriftmandat. Damit autorisiert er gegenüber seiner Sparkasse die Einlösung von SEPA-Basis-Lastschriften des Zahlungsempfängers. Das Mandat ist schriftlich oder in der mit seiner Sparkasse vereinbarten Art und Weise zu erteilen.

In dem SEPA-Lastschriftmandat müssen die folgenden Erklärungen des Kunden enthalten sein:

- Ermächtigung des Zahlungsempfängers, Zahlungen vom Konto des Kunden mittels SEPA-Basis-Lastschrift einzuziehen, und
- Weisung an die Sparkasse, die vom Zahlungsempfänger auf sein Konto gezogenen SEPA-Basis-Lastschriften einzulösen.

Das SEPA-Lastschriftmandat muss folgende Autorisierungsdaten enthalten:

- Bezeichnung des Zahlungsempfängers,
- eine Gläubiger-Identifikationsnummer,
- Kennzeichnung als einmalige oder wiederkehrende Zahlung,
- Name des Kunden und
- seine Kundenkennung (siehe Nummer 2.1.2).

Über die Autorisierungsdaten hinaus kann das Lastschriftmandat zusätzliche Angaben enthalten.

Mit dem Einzug der letzten Lastschrift teilt der Zahlungsempfänger der Sparkasse des Kunden die Erledigung des SEPA-Lastschriftmandats mit.

##### 2.2.2 Einzugsermächtigung als SEPA-Lastschriftmandat

Hat der Kunde dem Zahlungsempfänger eine Einzugsermächtigung erteilt, mit der er den Zahlungsempfänger ermächtigt, Zahlungen von seinem Konto mittels Lastschrift einzuziehen, weist er zugleich damit die Sparkasse an, die vom Zahlungsempfänger auf sein Konto gezogenen Lastschriften einzulösen. Mit der Einzugsermächtigung autorisiert der Kunde gegenüber seiner Sparkasse die Einlösung von Lastschriften des Zahlungsempfängers. Diese Einzugsermächtigung gilt als SEPA-Lastschriftmandat. Sätze 1 bis 3 gelten auch für vom Kunden vor dem Inkrafttreten dieser Bedingungen erteilte Einzugsermächtigungen.

Die Einzugsermächtigung muss folgende Angaben (Autorisierungsdaten) enthalten:

- Bezeichnung des Zahlungsempfängers,
- Name des Kunden,
- Kundenkennung nach Nummer 2.1.2 oder Kontonummer und Bankleitzahl des Kunden.

Über die Autorisierungsdaten hinaus kann die Einzugsermächtigung zusätzliche Angaben enthalten.

##### 2.2.3 Widerruf des SEPA-Lastschriftmandats

Das SEPA-Lastschriftmandat kann vom Kunden durch Erklärung gegenüber dem Zahlungsempfänger oder seiner Sparkasse – möglichst schriftlich – mit der Folge widerrufen werden, dass nachfolgende Zahlungsvorgänge nicht mehr autorisiert sind. Erfolgt der Widerruf gegenüber der Sparkasse, wird er ab dem auf den Eingang des Widerrufs folgenden Geschäftstag gemäß „Preis- und Leistungsverzeichnis“ wirksam. Zusätzlich sollte der Widerruf auch gegenüber dem Zahlungsempfänger erklärt werden, damit dieser keine weiteren Lastschriften einzieht.

##### 2.2.4 Zurückweisung einzelner Lastschriften

Der Kunde kann der Sparkasse gesondert die Weisung erteilen, Zahlungen aus bestimmten SEPA-Basis-Lastschriften des Zahlungsempfängers nicht zu bewirken. Diese Weisung muss der Sparkasse bis spätestens zum Ende des Geschäftstages gemäß „Preis- und Leistungsverzeichnis“ vor dem im Datensatz der Lastschrift angegebenen Fälligkeitstag schriftlich oder, wenn im Rahmen der Geschäftsbeziehung der elektronische Kommunikationsweg vereinbart wurde (z. B. Online-Banking), auf diesem Wege zugehen. Diese Weisung muss zusätzlich auch gegenüber dem Zahlungsempfänger erklärt werden.



### 2.3 Einzug der SEPA-Basis-Lastschrift auf Grundlage des SEPA-Lastschriftmandats durch den Zahlungsempfänger

(1) Das vom Kunden erteilte SEPA-Lastschriftmandat verbleibt beim Zahlungsempfänger. Dieser übernimmt die Autorisierungsdaten und setzt etwaige zusätzliche Angaben in den Datensatz zur Einziehung von SEPA-Basis-Lastschriften. Der jeweilige Lastschriftbetrag wird vom Zahlungsempfänger angegeben.

(2) Der Zahlungsempfänger übermittelt elektronisch den Datensatz zur Einziehung der SEPA-Basis-Lastschrift unter Einschaltung seines Zahlungsdienstleisters an die Sparkasse als Zahlstelle. Dieser Datensatz verkörpert auch die im SEPA-Lastschriftmandat enthaltene Weisung des Kunden an die Sparkasse zur Einlösung der jeweiligen SEPA-Basis-Lastschrift (siehe Nummer 2.2.1 Satz 2 und Satz 4 beziehungsweise Nummer 2.2.2 Satz 2). Für den Zugang dieser Weisung verzichtet die Sparkasse auf die für die Erteilung des Mandats vereinbarte Form (siehe Nummer 2.2.1 Satz 3).

### 2.4 Zahlungsvorgang aufgrund der SEPA-Basis-Lastschrift

#### 2.4.1 Belastung des Kontos des Kunden mit dem Lastschriftbetrag

(1) Eingehende SEPA-Basis-Lastschriften des Zahlungsempfängers werden am im Datensatz angegebenen Fälligkeitstag mit dem vom Zahlungsempfänger angegebenen Lastschriftbetrag dem Konto des Kunden belastet. Fällt der Fälligkeitstag nicht auf einen im „Preis- und Leistungsverzeichnis“ ausgewiesenen Geschäftstag der Sparkasse, erfolgt die Kontobelastung am nächsten Geschäftstag.

(2) Eine Kontobelastung erfolgt nicht oder wird spätestens am zweiten Geschäftstag gemäß „Preis- und Leistungsverzeichnis“ nach ihrer Vornahme rückgängig gemacht, wenn

- der Sparkasse ein Widerruf des SEPA-Lastschriftmandats gemäß Nummer 2.2.3 zugegangen ist,
- der Sparkasse eine Zurückweisung der Lastschrift des Kunden gemäß Nummer 2.2.4 zugegangen ist,
- der Kunde über kein für die Einlösung der Lastschrift ausreichendes Guthaben auf seinem Konto oder über keinen ausreichenden Kredit verfügt (fehlende Kontodeckung); Teileinlösungen nimmt die Sparkasse nicht vor,
- die im Lastschriftdatensatz angegebene IBAN des Zahlungspflichtigen keinem Konto des Kunden bei der Sparkasse zuzuordnen ist oder
- die Lastschrift nicht von der Sparkasse verarbeitbar ist, da im Lastschriftdatensatz
  - eine Gläubiger-Identifikationsnummer fehlt oder für die Sparkasse erkennbar fehlerhaft ist,
  - eine Mandatsreferenz fehlt,
  - ein Ausstellungsdatum des Mandats fehlt oder
  - kein Fälligkeitstag angegeben ist.

2.4.2 Einlösung von SEPA-Basis-Lastschriften SEPA-Basis-Lastschriften sind eingelöst, wenn die Belastungsbuchung auf dem Konto des Kunden nicht spätestens gemäß Nummer 2.4.1 Absatz 2 rückgängig gemacht wird.

#### 2.4.3 Unterrichtung über die Nichtausführung oder Rückgängigmachung der Belastungsbuchung oder Ablehnung der Einlösung

Über die Nichtausführung oder Rückgängigmachung der Belastungsbuchung (siehe Nummer 2.4.1 Absatz 2) oder die Ablehnung der Einlösung einer SEPA-Basis-Lastschrift (siehe Nummer 2.4.2) wird die Sparkasse den Kunden unverzüglich, spätestens bis zu der gemäß Nummer 2.4.4 vereinbarten Frist, unterrichten. Dies kann auch auf dem für Kontoinformationen vereinbarten Weg geschehen. Dabei wird die Sparkasse, soweit möglich, die Gründe sowie die Möglichkeiten angeben, wie Fehler, die zur Nichtausführung, Rückgängigmachung oder Ablehnung geführt haben, berichtet werden können.

Für die Unterrichtung über eine berechtigte Ablehnung der Einlösung einer autorisierten SEPA-Basis-Lastschrift wegen fehlender Kontodeckung (siehe Nummer 2.4.1 Absatz 2, dritter Spiegelstrich) berechnet die Sparkasse das im „Preis- und Leistungsverzeichnis“ ausgewiesene Entgelt.

#### 2.4.4 Ausführung der Zahlung

(1) Die Sparkasse ist verpflichtet sicherzustellen, dass der von ihr dem Konto des Kunden aufgrund der SEPA-Basis-Lastschrift des Zahlungsempfängers belastete Lastschriftbetrag spätestens innerhalb der im „Preis- und Leistungsverzeichnis“ angegebenen Ausführungsfrist beim Zahlungsdienstleister des Zahlungsempfängers eingeht.

(2) Die Ausführungsfrist beginnt an dem im Lastschriftdatensatz angegebenen Fälligkeitstag. Fällt dieser Tag nicht auf einen Geschäftstag gemäß „Preis- und Leistungsverzeichnis“ der Sparkasse, so beginnt die Ausführungsfrist am darauffolgenden Geschäftstag.

(3) Die Sparkasse unterrichtet den Kunden über die Ausführung der Zahlung auf dem für Kontoinformationen vereinbarten Weg und in der vereinbarten Häufigkeit.

### 2.5 Erstattungsanspruch des Kunden bei einer autorisierten Zahlung

(1) Der Kunde kann bei einer autorisierten Zahlung aufgrund einer SEPA-Basis-Lastschrift binnen einer Frist von acht Wochen ab dem Zeitpunkt der Belastungsbuchung auf seinem Konto von der Sparkasse ohne Angabe von Gründen die Erstattung des belasteten Lastschriftbetrages verlangen. Dabei bringt die Sparkasse das Konto wieder auf den Stand, auf dem es sich ohne die Belastung durch die Zahlung befunden hätte.

Etwaige Zahlungsansprüche des Zahlungsempfängers gegen den Kunden bleiben hiervon unberührt.

(2) Der Erstattungsanspruch nach Absatz 1 ist ausgeschlossen, sobald der jeweilige Betrag der Lastschriftbelastungsbuchung durch eine ausdrückliche Genehmigung des Kunden unmittelbar gegenüber der Sparkasse autorisiert worden ist.

(3) Erstattungsansprüche des Kunden bei einer nicht erfolgten oder fehlerhaft ausgeführten autorisierten Zahlung richten sich nach Nummer 2.6.2.

### 2.6 Erstattungs- und Schadensersatzansprüche des Kunden

#### 2.6.1 Erstattung bei einer nicht autorisierten Zahlung

Im Falle einer vom Kunden nicht autorisierten Zahlung hat die Sparkasse gegen den Kunden keinen Anspruch auf Erstattung ihrer Aufwendungen. Sie ist verpflichtet, dem Kunden den von seinem Konto abgebuchten Lastschriftbetrag unverzüglich zu erstatten. Dabei bringt sie das Konto wieder auf den Stand, auf dem es sich ohne die Belastung durch die nicht autorisierte Zahlung befunden hätte.

#### 2.6.2 Erstattung bei nicht erfolgter oder fehlerhafter Ausführung von autorisierten Zahlungen

(1) Im Falle einer nicht erfolgten oder fehlerhaften Ausführung einer autorisierten Zahlung kann der Kunde von der Sparkasse die unverzügliche und ungekürzte Erstattung des Lastschriftbetrages insoweit verlangen, als die Zahlung nicht erfolgt oder fehlerhaft war. Wurde der Betrag dem Konto des Kunden belastet, bringt die Sparkasse dieses wieder auf den Stand, auf dem es sich ohne den nicht erfolgten oder fehlerhaft ausgeführten Zahlungsvorgang befunden hätte.

(2) Der Kunde kann über den Anspruch nach Absatz 1 hinaus von der Sparkasse die Erstattung derjenigen Entgelte und Zinsen verlangen, die die Sparkasse ihm im Zusammenhang mit der nicht erfolgten oder fehlerhaften Ausführung der Zahlung in Rechnung gestellt oder mit denen sie das Konto des Kunden belastet hat.

(3) Liegt die fehlerhafte Ausführung darin, dass der Zahlungsbetrag beim Zahlungsdienstleister des Zahlungsempfängers nach Ablauf der Ausführungsfrist gemäß Nummer 2.4.4 eingegangen ist (Verspätung), sind die Ansprüche nach den Absätzen 1 und 2 ausgeschlossen. Ist dem Kunden durch die Verspätung ein Schaden entstanden, haftet die Sparkasse nach Nummer 2.6.3, bei Kunden, die keine Verbraucher sind, nach Nummer 2.6.4.

(4) Wurde ein Zahlungsvorgang nicht oder fehlerhaft ausgeführt, wird die Sparkasse auf Verlangen des Kunden den Zahlungsvorgang nachvollziehen und den Kunden über das Ergebnis unterrichten.

#### 2.6.3 Schadensersatz

(1) Bei nicht erfolgter oder fehlerhafter Ausführung einer autorisierten Zahlung oder bei einer nicht autorisierten Zahlung kann der Kunde von der Sparkasse einen Schaden, der nicht bereits von den Nummern 2.6.1 und 2.6.2 erfasst ist, ersetzt verlangen. Dies gilt nicht, wenn die Sparkasse die Pflichtverletzung nicht zu vertreten hat. Die Sparkasse hat hierbei ein Verschulden, das einer von ihr zwischengeschalteten Stelle zur Last fällt, wie eigenes Verschulden zu vertreten. Hat der Kunde durch ein schuldhaftes Verhalten zu der Entstehung eines Schadens beigetragen, bestimmt sich nach den Grundsätzen des Mitverschuldens, in welchem Umfang Sparkasse und Kunde den Schaden zu tragen haben.

(2) Die Haftung nach Absatz 1 ist auf 12.500 Euro begrenzt. Diese betragsmäßige Haftungsgrenze gilt nicht

- für nicht autorisierte Zahlungen,
- bei Vorsatz oder grober Fahrlässigkeit der Sparkasse,
- für Gefahren, die die Sparkasse besonders übernommen hat, und
- für den dem Kunden entstandenen Zinsschaden, wenn der Kunde Verbraucher ist.

#### 2.6.4 Schadensersatzansprüche von Kunden, die keine Verbraucher sind, bei nicht erfolgten autorisierten Zahlungen, fehlerhaft ausgeführten autorisierten Zahlungen oder bei nicht autorisierten Zahlungen

Abweichend von den Erstattungsansprüchen in Nummer 2.6.2 und Schadensersatzansprüchen in Nummer 2.6.3 haben Kunden, die keine Verbraucher sind, neben etwaigen Ansprüchen aus Auftragsrecht nach § 667 Bürgerliches Gesetzbuch (BGB) und ungerechtfertigter Bereicherung nach §§ 812ff. BGB lediglich Schadensersatzansprüche nach Maßgabe folgender Regelungen:

- Bei nicht erfolgten autorisierten Zahlungen, fehlerhaft ausgeführten autorisierten Zahlungen oder nicht autorisierten Zahlungen kann der Kunde, der kein Verbraucher ist, von der Sparkasse den Ersatz des hierdurch entstehenden Schadens verlangen. Dies gilt nicht, wenn die Sparkasse die Pflichtverletzung nicht zu vertreten hat. Hat der Kunde durch ein schuldhaftes Verhalten zu der Entstehung eines Schadens beigetragen, bestimmt sich nach den Grundsätzen des Mitverschuldens, in welchem Umfang Sparkasse und Kunde den Schaden zu tragen haben.
- Ein Schadensersatzanspruch des Kunden ist der Höhe nach auf den Lastschriftbetrag zuzüglich der von der Sparkasse in Rechnung gestellten Entgelte und Zinsen begrenzt. Soweit es sich hierbei um die Geltendmachung von Folgeschäden handelt, ist der Anspruch auf höchstens 12.500 Euro je Zahlung begrenzt. Diese Haftungsbeschränkungen gelten nicht für Vorsatz oder grobe Fahrlässigkeit der Sparkasse und für Gefahren, die die Sparkasse besonders übernommen hat.

#### 2.6.5 Haftungs- und Einwendungsausschluss

(1) Eine Haftung der Sparkasse nach den Nummern 2.6.2 bis 2.6.4 ist ausgeschlossen,

- wenn die Sparkasse gegenüber dem Kunden nachweist, dass der Zahlungsbetrag rechtzeitig und ungekürzt beim Zahlungsdienstleister des Zahlungsempfängers eingegangen ist, oder
- soweit die Zahlung in Übereinstimmung mit der vom Zahlungsempfänger angegebenen fehlerhaften Kundenkennung des Zahlungsempfängers ausgeführt wurde. In diesem Fall kann der Kunde von der Sparkasse jedoch verlangen, dass sie sich im Rahmen ihrer Möglichkeiten darum bemüht, den Zahlungsbetrag wiederzuerlangen. Für diese Wiederbeschaffung berechnet die Sparkasse das im „Preis- und Leistungsverzeichnis“ ausgewiesene Entgelt.

(2) Ansprüche des Kunden nach den Nummern 2.6.1 bis 2.6.4 und Einwendungen des Kunden gegen die Sparkasse aufgrund nicht oder fehlerhaft ausgeführter Zahlungen oder aufgrund nicht autorisierter Zahlungen sind ausgeschlossen, wenn der Kunde die Sparkasse nicht spätestens 13 Monate nach dem Tag der Belastung mit einer nicht autorisierten oder fehlerhaft ausgeführten Zahlung hiervon unterrichtet hat. Der Lauf der Frist beginnt nur, wenn die Sparkasse den Kunden über die Belastungsbuchung der Zahlung entsprechend dem für Kontoinformationen vereinbarten Weg spätestens innerhalb eines Monats nach der Belastungsbuchung unterrichtet hat; anderenfalls ist für den Fristbeginn der Tag der Unterrichtung maßgeblich. Schadensersatzansprüche nach Nummer 2.6.3 kann der Kunde auch nach Ablauf der Frist in Satz 1 geltend machen, wenn er ohne Verschulden an der Einhaltung dieser Frist verhindert war.

(3) Ansprüche des Kunden sind ausgeschlossen, wenn die einen Anspruch begründenden Umstände

- auf einem ungewöhnlichen und unvorhersehbaren Ereignis beruhen, auf das die Sparkasse keinen Einfluss hat, und dessen Folgen trotz Anwendung der gebotenen Sorgfalt nicht hätten vermieden werden können, oder
- von der Sparkasse aufgrund einer gesetzlichen Verpflichtung herbeigeführt wurden.

<sup>1</sup> International Bank Account Number (Internationale Bankkontonummer).

<sup>2</sup> Bank Identifier Code (Bank-Identifizierungs-Code).

#### Anlage: Liste der zu SEPA gehörenden Staaten und Gebiete

##### 1 Staaten des Europäischen Wirtschaftsraums (EWR)

###### 1.1 Mitgliedstaaten der Europäischen Union

Belgien, Bulgarien, Dänemark, Deutschland, Estland, Finnland, Frankreich, Griechenland, Irland, Italien, Lettland, Litauen, Luxemburg, Malta, Niederlande, Österreich, Polen, Portugal, Rumänien, Schweden, Slowakei, Slowenien, Spanien, Tschechische Republik, Ungarn, Vereinigtes Königreich von Großbritannien und Nordirland sowie Zypern.

###### 1.2 Weitere Staaten

Island, Liechtenstein und Norwegen.

##### 2 Sonstige Staaten und Gebiete

Mayotte, Monaco, Schweiz sowie Saint-Pierre und Miquelon.

## 7.4.5 Muster der Inkassovereinbarung der Sparkassen für die SEPA-Basislastschrift



### Vereinbarung über den Einzug von Forderungen durch SEPA- Basis-Lastschriften SEPA-Basis-Lastschriftverfahren

Kreissparkasse Überall  
Kreditweg 1  
12345 Überall  
DE 123456789

IBAN bzw. Konto Nr. \_\_\_\_\_

zwischen

Gläubiger-Identifikationsnummer: \_\_\_\_\_

– nachstehend „Zahlungsempfänger“ genannt – und dem Zahlungsdienstleister des Zahlungsempfängers

Kreissparkasse Überall  
Kreditweg 1, 12345 Überall

– nachstehend „Institut“ genannt – wird folgende Vereinbarung getroffen:

#### 1. SEPA-Basis-Lastschriftverfahren – Begriffsbestimmung und wesentliche Merkmale

**1.1** Eine SEPA-Basis-Lastschrift ist ein vom Zahlungsempfänger ausgelöster Zahlungsvorgang zu Lasten des Kontos des Zahlers (nachstehend „Zahlungspflichtiger“ genannt) bei dessen Zahlungsdienstleister, bei dem die Höhe des jeweiligen Zahlungsbetrages vom Zahlungsempfänger angegeben wird.

**1.2** Das SEPA-Basis-Lastschriftverfahren richtet sich nach dem „SEPA Core Direct Debit Scheme Rulebook“ des European Payments Council (EPC) in der jeweils gültigen Version.<sup>1</sup>

Mit dem SEPA-Basis-Lastschriftverfahren kann ein Zahlungspflichtiger über seinen Zahlungsdienstleister an den Zahlungsempfänger Zahlungen in Euro innerhalb des Gebiets des einheitlichen Euro-Zahlungsverkehrsraums („Single Euro Payments Area“, SEPA) bewirken. Zu SEPA gehören die in der Anlage B genannten Staaten und Gebiete.

Für die Ausführung von Zahlungen mittels SEPA-Basis-Lastschriften muss der Zahlungspflichtige vor dem Zahlungsvorgang dem Zahlungsempfänger das SEPA-Lastschriftmandat erteilen (siehe Nummer 5). Der Zahlungsempfänger löst den jeweiligen Zahlungsvorgang aus, indem er über sein Institut dem Zahlungsdienstleister des Zahlungspflichtigen die Lastschriften vorlegt.

Der Zahlungspflichtige kann bei einer autorisierten Zahlung auf Grund einer SEPA-Basis-Lastschrift binnen einer Frist von acht Wochen ab dem Zeitpunkt der Belastungsbuchung auf seinem Konto von seinem Zahlungsdienstleister die Erstattung des belasteten Lastschriftbetrages ohne Angabe von Gründen verlangen. Dies führt zu einer Rückgängigmachung der Vorbehaltsgutschrift auf dem Konto des Zahlungsempfängers.

#### 2. Inkassoabrede

Der Zahlungsempfänger ist berechtigt, fällige Forderungen, für deren Geltendmachung die Vorlage einer Urkunde nicht erforderlich ist, durch Lastschriften im SEPA-Basis-Lastschriftverfahren einzuziehen. Der Zahlungsempfänger verpflichtet sich, Lastschriften nur dann zum Einzug einzureichen, wenn ihm hierzu das schriftliche und vom Zahlungspflichtigen unterzeichnete SEPA-Lastschriftmandat gemäß Nummer 5.1 vorliegt.

#### 3. Entgelte und Auslagen

**3.1** Für Lastschriften im SEPA-Basis-Lastschriftverfahren wird folgendes Entgelt erhoben:

- ☐ Das Institut berechnet die im „Preis- und Leistungsverzeichnis“ ausgewiesenen Entgelte.
- ☐ Abweichend vom „Preis- und Leistungsverzeichnis“ wird bei belegloser Auftragserteilung bzw. bei Auftragserteilung mit Datenträger
- je Datenträger ein Entgelt von Euro \_\_\_\_\_ und
- je Datei ein Entgelt von Euro \_\_\_\_\_ und
- je Lastschrift ein Entgelt von Euro \_\_\_\_\_ berechnet.

**3.2** Sofern es sich bei dem Zahlungsempfänger nicht um einen Verbraucher handelt, wird für jede nicht eingelöste bzw. wegen eines Erstattungsverlangens des Zahlungspflichtigen zurückzubelastende SEPA-Basis-Lastschrift ein Entgelt von \_\_\_\_\_ Euro berechnet. § 675f Abs. 4 Satz 2 (Entgelte für die Erfüllung von Nebenpflichten) des Bürgerlichen Gesetzbuches gilt nicht. Nummer 15.2 gilt entsprechend.

**3.3** Das Institut ist berechtigt, dem Zahlungsempfänger Auslagen in Rechnung zu stellen, die anfallen, wenn das Institut in seinem Auftrag oder mutmaßlichem Interesse tätig wird (insbesondere im Zusammenhang mit der Bearbeitung von Rücklastschriften).

**3.4** Das Institut ist berechtigt, die ihm zustehenden Entgelte sowie anfallende Auslagen von dem gutzuschreibenden Lastschriftbetrag abzuziehen.

#### 4. Kundenkennungen

Für das Verfahren hat der Zahlungsempfänger

- die ihm von dem Institut erteilte IBAN<sup>2</sup> und BIC<sup>3</sup> des Instituts als seine Kundenkennung sowie
- die ihm vom Zahlungspflichtigen mitgeteilte IBAN<sup>2</sup> und BIC<sup>3</sup> des Zahlungsdienstleisters des Zahlungspflichtigen als Kundenkennung des Zahlungspflichtigen zu verwenden.

Das Institut ist berechtigt, den Einzug der SEPA-Basis-Lastschriften ausschließlich auf der Grundlage der ihm übermittelten Kundenkennungen durchzuführen.

<sup>1</sup> Das „SEPA Core Direct Debit Scheme Rulebook“ kann auf der Webseite des European Payments Council unter [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu) eingesehen oder heruntergeladen werden.

<sup>2</sup> International Bank Account Number (Internationale Bankkontonummer)

<sup>3</sup> Bank Identifier Code (Bank-Identifizierungs-Code)



## 5. SEPA-Lastschriftmandat

**5.1** Der Zahlungsempfänger muss vor Einreichung von SEPA-Basis-Lastschriften vom Zahlungspflichtigen ein SEPA-Lastschriftmandat einholen. In dem SEPA-Lastschriftmandat müssen die folgenden Erklärungen des Zahlungspflichtigen enthalten sein:

- Ermächtigung des Zahlungsempfängers durch den Zahlungspflichtigen, Zahlungen vom Konto des Zahlungspflichtigen mittels SEPA-Basis-Lastschrift einzuziehen, und
- Weisung des Zahlungspflichtigen an seinen Zahlungsdienstleister, die vom Zahlungsempfänger auf das Konto des Zahlungspflichtigen gezogenen SEPA-Basis-Lastschriften einzulösen.

Für ein SEPA-Lastschriftmandat muss der als Anlage A.1, A.2 bzw. A.3 beigefügte Autorisierungstext oder ein inhaltsgleicher Text in einer Amtssprache der in Anlage B genannten Staaten und Gebiete gemäß den Vorgaben des EPC<sup>4</sup> verwendet werden.

Neben dem Autorisierungstext muss das SEPA-Lastschriftmandat folgende Mindestangaben enthalten:

- Name des Zahlungsempfängers
- Anschrift des Zahlungsempfängers
- die Gläubiger-Identifikationsnummer des Zahlungsempfängers (diese wird für in Deutschland ansässige Zahlungsempfänger von der Deutschen Bundesbank vergeben)<sup>5</sup>
- Name des Zahlungspflichtigen
- Anschrift des Zahlungspflichtigen
- Kundenkennung (IBAN<sup>2</sup> und BIC<sup>3</sup>) des Zahlungspflichtigen
- Kennzeichnung einer einmaligen Zahlung oder wiederkehrender Zahlungen
- Datum des SEPA-Lastschriftmandats
- Unterschrift des Zahlungspflichtigen

Die vom Zahlungsempfänger individuell vergebene Mandatsreferenz

- bezeichnet in Verbindung mit der Gläubiger-Identifikationsnummer das jeweilige Mandat eindeutig,
- ist bis zu 35 alphanumerische Stellen lang und
- kann bereits im Mandat enthalten sein oder muss dem Zahlungspflichtigen nachträglich bekannt gegeben werden.

Über die genannten Daten hinaus kann das SEPA-Lastschriftmandat zusätzliche Angaben enthalten.

**5.2** Der Zahlungsempfänger kann eine Einzugsermächtigung als SEPA-Lastschriftmandat nutzen.

(1) Dazu müssen die folgenden Voraussetzungen vorliegen:

- Der Zahlungspflichtige hat dem Zahlungsempfänger eine schriftliche<sup>6</sup> Einzugsermächtigung erteilt, mit der er den Zahlungsempfänger ermächtigt, Zahlungen von seinem Konto mittels Lastschrift einzuziehen.
- Der Zahlungspflichtige und dessen Zahlungsdienstleister haben vereinbart, dass
- der Zahlungspflichtige mit der Einzugsermächtigung zugleich seinen Zahlungsdienstleister anweist, die vom Zahlungsempfänger auf sein Konto gezogenen Lastschriften einzulösen, und
- diese Einzugsermächtigung als SEPA-Lastschriftmandat genutzt werden kann.

(2) Die Einzugsermächtigung muss folgende Autorisierungsdaten enthalten:

- Bezeichnung des Zahlungsempfängers,
- Bezeichnung des Zahlungspflichtigen,
- Kundenkennung nach Nummer 4 oder Kontonummer und Bankleitzahl des Zahlungspflichtigen.

Über die Autorisierungsdaten hinaus kann die Einzugsermächtigung zusätzliche Angaben enthalten.

(3) Vor dem ersten SEPA-Basis-Lastschrifteinzug hat der Zahlungsempfänger den Zahlungspflichtigen über den Wechsel vom Einzug per Einzugsermächtigungslastschrift auf den Einzug per SEPA-Basis-Lastschrift unter Angabe von Gläubiger-Identifikationsnummer und Mandatsreferenz in Textform zu unterrichten. Auf Nachfrage des Instituts hat der Zahlungsempfänger die Unterrichtung des Zahlungspflichtigen nach Satz 1 in geeigneter Weise nachzuweisen.

(4) Die erste SEPA-Basislastschrift, die nach dem Wechsel von der Einzugsermächtigungslastschrift erfolgt, ist als Erstlastschrift zu kennzeichnen. Im Datensatz der eingereichten Lastschriften ist als Datum der Unterschrift des Zahlungspflichtigen das Datum der Unterrichtung des Zahlungspflichtigen nach Absatz 3 anzugeben. Dieses darf frühestens der 9. Juli 2012 sein und muss mindestens fünf Geschäftstage vor dem Fälligkeitstag der ersten SEPA-Basis-Lastschrift liegen.

**5.3** Auf Anforderung hat der Zahlungsempfänger dem Institut innerhalb von sieben Geschäftstagen eine Kopie des SEPA-Lastschriftmandats oder auf besonderes Verlangen das Original des SEPA-Lastschriftmandats und gegebenenfalls weitere Informationen zu den eingereichten SEPA-Basis-Lastschriften zur Verfügung zu stellen.

**5.4** Der Zahlungsempfänger ist verpflichtet, das vom Zahlungspflichtigen erteilte SEPA-Lastschriftmandat – einschließlich erfolgter Änderungen – in der gesetzlich vorgeschriebenen Form aufzubewahren. Das SEPA-Lastschriftmandat ist unbefristet gültig, sofern seit dem letzten Einzug nicht mehr als 36 Monate vergangen sind. Nach Erlöschen des SEPA-Lastschriftmandats ist dieses im Original noch für einen Zeitraum von mindestens 14 Monaten, gerechnet vom Fälligkeitsdatum der letzten eingezogenen SEPA-Basis-Lastschrift, aufzubewahren.

**5.5** Widerruft ein Zahlungspflichtiger gegenüber dem Zahlungsempfänger ein SEPA-Lastschriftmandat, darf der Zahlungsempfänger keine weiteren SEPA-Basis-Lastschriften mehr auf Grundlage dieses SEPA-Lastschriftmandats einziehen.

**5.6** Erhält der Zahlungsempfänger eine SEPA-Basis-Lastschrift mit dem Rückgabegrund „no valid mandate“ zurück, teilt der Zahlungsdienstleister des Zahlungspflichtigen damit dem Zahlungsempfänger mit, dass der Zahlungspflichtige das dem Zahlungsempfänger erteilte SEPA-Lastschriftmandat widerrufen hat. Der Zahlungsempfänger darf dann keine weiteren SEPA-Basis-Lastschriften mehr auf Grundlage dieses SEPA-Lastschriftmandats einziehen.

## 6. Ankündigung des Lastschrifteinzugs

Der Zahlungsempfänger hat dem Zahlungspflichtigen spätestens 14 Kalendertage vor der Fälligkeit der ersten Zahlung mittels SEPA-Basis-Lastschrift den Lastschrifteinzug anzukündigen (z. B. im Rahmen der Rechnungsstellung); Zahlungsempfänger und Zahlungspflichtiger können auch eine andere Frist vereinbaren. Bei wiederkehrenden Lastschriften mit gleichen bzw. feststehenden Lastschriftbeträgen genügen eine einmalige Unterrichtung des Zahlungspflichtigen vor dem ersten Lastschrifteinzug und die Angabe der Fälligkeitstermine.

## 7. Einreichung der SEPA-Basis-Lastschriften

**7.1** Das vom Zahlungspflichtigen erteilte SEPA-Lastschriftmandat verbleibt beim Zahlungsempfänger. Dieser übernimmt die Autorisierungsdaten und etwaige zusätzliche Angaben in den Datensatz zur Einziehung von SEPA-Basis-Lastschriften. Der jeweilige Lastschriftbetrag und der Fälligkeitstag der Lastschriftzahlung werden vom Zahlungsempfänger angegeben.

<sup>4</sup> siehe hierzu unter: [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu)

<sup>5</sup> siehe hierzu unter: <http://gläubiger-id.bundesbank.de>

<sup>6</sup> Telefonisch oder per Internet erteilte Einzugsermächtigungen sind nicht SEPA-fähig.

**7.2** Der Zahlungsempfänger übermittelt elektronisch den Datensatz zur Einziehung der SEPA-Basis-Lastschrift unter Beachtung der vereinbarten Einreichungsfristen an das Institut. Hierfür gelten die Bedingungen für die Datenfernübertragung und das Online-Banking. Die SEPA-Basis-Lastschrift ist wie folgt zu kennzeichnen: „CORE“ im Element „Code“ der Elementgruppe „Local Instrument“. Der Zahlungsdienstleister des Zahlungspflichtigen ist berechtigt, die SEPA-Basis-Lastschrift nach der Kennzeichnung zu bearbeiten.

**7.3** Regelmäßig einzuziehende Kleinstbeträge sollten zu viertel- oder halbjährlichem Einzug zusammengezogen werden, so dass sich nach Möglichkeit ein Einzugsbetrag von mindestens 5 Euro je SEPA-Basis-Lastschrift ergibt.

**7.4** Der im Datensatz anzugebende Fälligkeitstag muss ein Geschäftstag des Instituts sein. Fällt der im Datensatz vom Zahlungsempfänger angegebene Fälligkeitstag auf keinen Geschäftstag des Instituts, so gilt der folgende Geschäftstag als Fälligkeitstag. Die Geschäftstage des Instituts ergeben sich aus dem „Preis- und Leistungsverzeichnis“.

**7.5** Reicht der Zahlungsempfänger zu einem SEPA-Lastschriftmandat in einem Zeitraum von 36 Monaten (gerechnet vom Fälligkeitsdatum der zuletzt vorgelegten SEPA-Basis-Lastschrift) keine SEPA-Basis-Lastschrift ein, hat er Lastschrifteinzüge auf Basis dieses Mandats zu unterlassen und ist verpflichtet, ein neues SEPA-Lastschriftmandat einzuholen, wenn er zukünftig SEPA-Basis-Lastschriften von dem Zahlungspflichtigen einziehen möchte. Das Institut und der Zahlungsdienstleister des Zahlungspflichtigen sind nicht verpflichtet, die Einhaltung der Maßnahmen in Satz 1 zu prüfen.

**7.6** Das Institut wird die rechtzeitig und ordnungsgemäß eingereichte SEPA-Basis-Lastschrift so an den Zahlungsdienstleister des Zahlungspflichtigen übermitteln, dass die Verrechnung an dem im Lastschriftdatensatz enthaltenen Fälligkeitstag ermöglicht wird.

## 8. Einreichungsfristen

Bei der Einreichung von SEPA-Basis-Lastschriften sind bestimmte Einreichungsfristen vor dem Fälligkeitstermin zwingend zu beachten. Es wird Folgendes vereinbart:

- ☐ Es gelten die im Preis- und Leistungsverzeichnis hinterlegten Einreichungsfristen.
- ☐ Es gelten die folgenden Einreichungsfristen:

bei Erst- und Einmal-lastschriften	frühestens _____ Kalendertage und spätestens _____ Geschäftstage bis _____ Uhr vor Fälligkeit der SEPA-Basis-Lastschrift <sup>7</sup>
bei Folgelastschriften	frühestens _____ Kalendertage und spätestens _____ Geschäftstage bis _____ Uhr vor Fälligkeit der SEPA-Basis-Lastschrift <sup>8</sup>

Die Geschäftstage sind im „Preis- und Leistungsverzeichnis“ bestimmt.

## 9. Lastschrifteinzug und Ausführung des Zahlungsvorgangs

**9.1** Bei SEPA-Basis-Lastschriften können die Lastschriftdaten über das Nachrichtenübermittlungssystem der Society for Worldwide Interbank Financial Telecommunication (SWIFT) mit Sitz in Belgien und Rechenzentren in der Europäischen Union und in der Schweiz von dem Institut an den Zahlungsdienstleister des Zahlungspflichtigen weitergeleitet werden.

**9.2** Der Zahlungsdienstleister des Zahlungspflichtigen leitet den von ihm dem Konto des Zahlungspflichtigen aufgrund der SEPA-Basis-Lastschrift belasteten Lastschriftbetrag dem Institut des Zahlungsempfängers zu.

**9.3** Teileinlösungen werden im SEPA-Basis-Lastschriftverfahren nicht vorgenommen.

**9.4** Lastschrifteinzugsbeträge werden dem Konto des Zahlungsempfängers mit „Eingang vorbehalten“ (Vorbehaltsgutschrift) gutgeschrieben.

## 10. Rücklastschriften

**10.1** Bei einer vom Zahlungsdienstleister des Zahlungspflichtigen nicht eingelöst oder wegen des Erstattungsverlangens des Zahlungspflichtigen zurückgegebenen SEPA-Basis-Lastschrift macht das Institut die Vorbehaltsgutschrift rückgängig. Dies geschieht unabhängig davon, ob in der Zwischenzeit ein Rechnungsabschluss erteilt wurde.

**10.2** SEPA-Basis-Lastschriften, die zurückbelastet worden sind, dürfen nicht erneut zum Einzug eingereicht werden.

## 11. Unterrichtung

**11.1** Das Institut unterrichtet den Zahlungsempfänger mindestens einmal monatlich über die Ausführung von Lastschriftinkassoaufträgen im SEPA-Basis-Lastschriftverfahren und Rücklastschriften auf dem für Kontoinformationen vereinbarten Weg.

**11.2** Abweichend von 11.1 wird mit Zahlungsempfängern, die keine Verbraucher sind, hinsichtlich der Häufigkeit und/oder der Form und/oder des Verfahrens der Unterrichtung Folgendes vereinbart:

**11.3** Ergänzend zu Nummer 11.2 werden bei Zahlungsempfängern, die keine Verbraucher sind, bei Sammelgutschriften von SEPA-Basis-Lastschrifteinzügen nicht die einzelnen Zahlungsvorgänge ausgewiesen, sondern nur der Gesamtbetrag der einzuziehenden Forderungen.

## 12. Erstattungsansprüche des Zahlungsempfängers

**12.1** Der Zahlungsempfänger hat das Institut unverzüglich nach Feststellung fehlerhaft ausgeführter SEPA-Basis-Lastschrifteinzüge zu unterrichten.

**12.2** Im Falle eines nicht erfolgten oder fehlerhaften Einzugs einer SEPA-Basis-Lastschrift kann der Zahlungsempfänger verlangen, dass das Institut diese unverzüglich, gegebenenfalls erneut, an den Zahlungsdienstleister des Zahlungspflichtigen übermittelt.

**12.3** Der Zahlungsempfänger kann über Nummer 12.2 hinaus von dem Institut die Erstattung derjenigen Entgelte und Zinsen insoweit verlangen, als ihm diese im Zusammenhang mit dem nicht erfolgten oder fehlerhaften Einzug einer SEPA-Basis-Lastschrift in Rechnung gestellt oder auf seinem Konto belastet wurden.

## 13. Schadensersatzansprüche des Zahlungsempfängers

**13.1** Bei nicht erfolgter oder fehlerhafter Ausführung eines SEPA-Basis-Lastschriftinkassoauftrages kann der Zahlungsempfänger von dem Institut den Ersatz des hierdurch entstandenen Schadens verlangen. Dies gilt nicht, wenn das Institut die Pflichtverletzung nicht zu vertreten hat. Hat der Zahlungsempfänger durch ein schuldhaftes Verhalten zu der Entstehung eines Schadens beigetragen, bestimmt sich nach den Grundsätzen des Mitverschuldens, in welchem Umfang das Institut und der Zahlungsempfänger den Schaden zu tragen haben.

<sup>7</sup> mindestens 5 Geschäftstage + eigene Bearbeitungszeit vor Fälligkeit der Lastschrift

<sup>8</sup> mindestens 2 Geschäftstage + eigene Bearbeitungszeit vor Fälligkeit der Lastschrift



**13.2** Soweit es sich bei dem Zahlungsempfänger nicht um einen Verbraucher handelt, ist die Haftung des Instituts für Schäden der Höhe nach auf den Lastschriftbetrag begrenzt. Soweit es sich hierbei um Folgeschäden handelt, ist die Haftung zusätzlich auf höchstens 12.500 Euro je Lastschrift begrenzt. Diese Haftungsbeschränkungen gelten nicht für Vorsatz oder grobe Fahrlässigkeit des Instituts und für Gefahren, die das Institut besonders übernommen hat.

#### 14. Haftungs- und Einwendungsausschluss

Ansprüche des Zahlungsempfängers nach den Nummern 12.2 und 12.3 sowie Einwendungen des Zahlungsempfängers gegen das Institut aufgrund nicht oder fehlerhaft ausgeführter Inkassoaufträge sind ausgeschlossen, wenn der Zahlungsempfänger das Institut nicht spätestens 13 Monate nach dem Tag der Buchung mit einem fehlerhaft ausgeführten Inkassovorgang hiervon unterrichtet hat. Der Lauf der Frist beginnt nur, wenn das Institut den Zahlungsempfänger entsprechend dem für Kontoinformationen vereinbarten Weg spätestens innerhalb eines Monats nach der Buchung unterrichtet hat; anderenfalls ist für den Fristbeginn der Tag der Unterrichtung maßgeblich.

#### 15. Änderungen dieser Vereinbarung

**15.1** Änderungen dieser Vereinbarung insbesondere der Entgelte gemäß Nummer 3 werden dem Zahlungsempfänger spätestens zwei Monate vor dem Zeitpunkt ihres Wirksamwerdens in Textform angeboten. Hat der Zahlungsempfänger mit dem Institut im Rahmen der Geschäftsbeziehung einen elektronischen Kommunikationsweg vereinbart, können die Änderungen auch auf diesem Wege angeboten werden. Die Zustimmung des Zahlungsempfängers gilt als erteilt, wenn er seine Ablehnung nicht vor dem vorgeschlagenen Zeitpunkt des Wirksamwerdens der Änderungen angezeigt hat. Auf diese Genehmigungswirkung wird ihn das Institut in seinem Angebot besonders hinweisen.

Werden dem Zahlungsempfänger Änderungen der Entgelte angeboten, kann er diese Geschäftsbeziehung vor dem vorgeschlagenen Zeitpunkt des Wirksamwerdens der Änderungen auch fristlos und kostenfrei kündigen. Auf dieses Kündigungsrecht wird ihn das Institut in seinem Angebot besonders hinweisen.

**15.2** Bei Entgelten und deren Änderung bei Zahlungsempfängern, die keine Verbraucher sind, verbleibt es bei den Regelungen in Nummer 17 Absätze 2 bis 6 AGB Sparkassen.

#### 16. Sonstiges

**16.1** Gegenüber Zahlungsempfängern, die keine Verbraucher sind, gilt – soweit nicht anders vereinbart – abweichend von Nummer 26 Abs. 1 Satz 3 AGB Sparkassen eine Mindestkündigungsfrist des Instituts von zwei Wochen.

**16.2** Für die Beilegung von Streitigkeiten mit dem Institut kann sich der Zahlungsempfänger an die im „Preis- und Leistungsverzeichnis“ näher bezeichneten Streitschlichtungs- oder Beschwerdestellen wenden.

#### 17. Datenschutz/Bankgeheimnis

Der Zahlungsempfänger ist damit einverstanden, dass das Institut seinen Namen und seine Anschrift an den Zahlungsdienstleister des Zahlungspflichtigen weitergibt, sofern dieser gegenüber dem Institut geltend macht, dass bereicherungsrechtliche Ansprüche des Zahlungspflichtigen gegenüber dem Zahlungsempfänger bestehen. In diesem Umfang befreit der Zahlungsempfänger das Institut auch vom Bankgeheimnis.

#### 18. Besondere Vereinbarungen:

#### Anlagen

A.1 Autorisierungstext des SEPA-Lastschriftmandats für wiederkehrende Zahlungen

A.2 Autorisierungstext des SEPA-Lastschriftmandats für eine einmalige Zahlung

A.3 Autorisierungstext des Kombimandats

B Liste der zu SEPA gehörenden Staaten und Gebiete

#### Legitimation/Identifizierung

<input type="checkbox"/> <b>1. bereits legitimiert bei Konto</b> _____	
Ausgewiesen durch <input type="checkbox"/> Personalausweis / <input type="checkbox"/> Reisepass	
Nr. _____	
ausgestellt von _____	
Staatsangehörigkeit _____	
Geburtsort _____	
<input type="checkbox"/> <b>2. bereits legitimiert bei Konto</b> _____	
Ausgewiesen durch <input type="checkbox"/> Personalausweis / <input type="checkbox"/> Reisepass	
Nr. _____	
ausgestellt von _____	
Staatsangehörigkeit _____	
Geburtsort _____	
Legitimation geprüft und für die Richtigkeit der Unterschrift(en):	Unterschrift des Sachbearbeiters (mit Pers.-Nr.)

#### Ort, Datum

--

#### Firma und Unterschrift(en) des/der Zahlungsempfänger(s)

--

#### Für das Kreditinstitut:

--

#### Anlage A.1:

**Autorisierungstext für das SEPA-Lastschriftmandat (SEPA Direct Debit Mandate) des Zahlungsempfängers im SEPA-Basis-Lastschriftverfahren für wiederkehrende Zahlungen**

##### **SEPA-Lastschriftmandat**

*Ich ermächtige (Wir ermächtigen)*

---

*(Name des Zahlungsempfängers), Zahlungen von meinem (unserem) Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von*

---

*(Name des Zahlungsempfängers) auf mein (unser) Konto gezogenen Lastschriften einzulösen.*

*Hinweis: Ich kann (Wir können) innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem (unserem) Kreditinstitut vereinbarten Bedingungen.*

**Hinweis: Weitere Mandatsbestandteile entnehmen Sie bitte der Nummer 5.1**

#### Anlage A.2:

**Autorisierungstext für das SEPA-Lastschriftmandat (SEPA Direct Debit Mandate) des Zahlungsempfängers im SEPA-Basis-Lastschriftverfahren für eine einmalige Zahlung**

##### **SEPA-Lastschriftmandat**

*Ich ermächtige (Wir ermächtigen)*

---

*(Name des Zahlungsempfängers), einmalig eine Zahlung von meinem (unserem) Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein (unser) Kreditinstitut an, die von*

---

*(Name des Zahlungsempfängers) auf mein (unser) Konto gezogene Lastschrift einzulösen.*

*Hinweis: Ich kann (Wir können) innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem (unserem) Kreditinstitut vereinbarten Bedingungen.*

**Hinweis: Weitere Mandatsbestandteile entnehmen Sie bitte der Nummer 5.1**

#### Anlage A.3:

**Autorisierungstext für das Kombimandat**

##### **Erteilung einer Einzugsermächtigung und eines SEPA-Lastschriftmandats**

###### **1. Einzugsermächtigung**

*Ich ermächtige (Wir ermächtigen)*

---

*(Name des Zahlungsempfängers) widerruflich, die von mir (uns) zu entrichtenden Zahlungen bei Fälligkeit durch Lastschrift von meinem (unserem) Konto einzuziehen.*

###### **2. SEPA-Lastschriftmandat**

*Ich ermächtige (Wir ermächtigen)*

---

*(Name des Zahlungsempfängers), Zahlungen von meinem (unserem) Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von*

---

*(Name des Zahlungsempfängers) auf mein (unser) Konto gezogenen Lastschriften einzulösen.*

*Hinweis: Ich kann (Wir können) innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem (unserem) Kreditinstitut vereinbarten Bedingungen.*

*Vor dem ersten Einzug einer SEPA-Basis-Lastschrift wird mich (uns)*

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*(Name des Zahlungsempfängers) über den Einzug in dieser Verfahrensart unterrichten.*

**Hinweis: Weitere Mandatsbestandteile entnehmen Sie bitte der Nummer 5.1**

**Anlage B:**

**Liste der zu SEPA gehörenden Staaten und Gebiete**

**1. Staaten des Europäischen Wirtschaftsraums (EWR)**

**1.1 Mitgliedstaaten der Europäischen Union**

Belgien, Bulgarien, Dänemark, Deutschland, Estland, Finnland, Frankreich, Griechenland, Irland, Italien, Lettland, Litauen, Luxemburg, Malta, Niederlande, Österreich, Polen, Portugal, Rumänien, Schweden, Slowakei, Slowenien, Spanien, Tschechische Republik, Ungarn, Vereinigtes Königreich von Großbritannien und Nordirland sowie Zypern.

**1.2 Weitere Staaten**

Island, Liechtenstein und Norwegen.

**2. Sonstige Staaten und Gebiete**

Mayotte, Monaco, Schweiz sowie Saint-Pierre und Miquelon.

# Muster

**Hrsg.: Prof. Dr. A.-W. Scheer**

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**Heft 89**

G. Keller, M. Nüttgens, A.-W. Scheer

**Semantische Prozeßmodellierung  
auf der Grundlage  
„Ereignisgesteuerter Prozeßketten (EPK)“**

Januar 1992

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# 1 Problemstellung

Der im folgenden darzustellende prozeßorientierte Modellierungsansatz bildet die Grundlage zur Ermittlung und Dokumentation der betriebswirtschaftlichen Zusammenhänge in einem Unternehmen. Hierbei können zwei grundlegende Ansätze verfolgt werden:

## □ Datenflußanalyse

Bei diesem Ansatz (eng verbunden mit dem Begriff "Structured Analysis") steht der Austausch von Informationsobjekten im Vordergrund. Hierbei wird analysiert, welche Informationsobjekte in eine Funktion eingehen bzw. von ihr erzeugt werden. **Diese statische Betrachtung** eines Informationssystems ermöglicht zwar grundsätzlich eine Analyse nach steuernden und zu transformierenden Informationsobjekten, weist aber nicht explizit die zugrundeliegenden Konstrukte aus. Dies hat in der Praxis **zu undifferenzierten Kontrollfluß- und Input-/Output-Analysen** geführt. Des weiteren scheinen auf SA basierende Ansätze zu Modellierung sichtenspezifischer Architekturen nur bedingt einsetzbar, da sie einen direkten Input-/Output Zusammenhang zwischen Funktionen abbilden. Innerhalb sichtenspezifischer Architekturen erfolgt der Austausch der Informationsobjekte über eine logische Datenbasis, welche durch semantische Informationsmodelle beschrieben wird.

## □ Kontrollflußanalyse

Dieser Ansatz stellt die Analyse des **dynamischen Verhaltens** eines Informationssystems in den Mittelpunkt. Ziel ist es, eine zielgerichtete und zeitliche Strukturierung der Funktionen auszuweisen. In der deutschen Organisationslehre wird die Betrachtung der Ablauflogik unter dem Begriff "Ablauforganisation" subsummiert. Innerhalb der Informationsmodellierung wird das **dynamische Verhalten von Informationssystemen** im Rahmen der **Ereignisorientierung** betrachtet.

Innerhalb der semantischen Prozeßmodellierung liegt der Schwerpunkt auf der prozeßorientierten Analyse (**Kontrollflußanalyse**) mit dem **Ziel**, die **Zusammenhänge eines integrierten Informationssystems auf einer betriebswirtschaftlichen Ebene** aufzuzeigen. Die Analyse basiert auf den am Institut für Wirtschaftsinformatik entwickelten **"Ereignisgesteuerten Prozeßketten"** (EPK).

## 2 Modellierung von Informationssystemen

Unternehmen sind offene **Systeme**<sup>1</sup>, deren Elemente vielfältige Beziehungen untereinander und zur Umwelt besitzen. Unternehmen sind weiterhin dadurch gekennzeichnet, daß die Elemente bei der Durchführung von Transaktionen **Informationen** austauschen. Mit dem Einsatz von DV-Systemen wird das Ziel verfolgt, das betriebliche Informationssystem zu unterstützen. Das computergestützte Informationssystem ist somit ein Bestandteil des betrieblichen Informationssystems. Dementsprechend sind bei der Konzeption betrieblicher Informationssysteme, die durch Computer unterstützt werden sollen, sowohl Aspekte der betriebswirtschaftlichen Fachebene als auch der Informationstechnik zu berücksichtigen. Folglich ist die Planung und Realisierung computergestützter, betrieblicher Informationssysteme ein komplexer Vorgang.<sup>2</sup> Mit Hilfe der **Modellbildung**<sup>3</sup> kann durch Abstraktion des komplexen Sachverhalts dieser Vorgang vereinfacht werden.

### 2.1 Modellbildung

Ziel der Modellbildung ist, durch Konzentration auf die untersuchungsrelevanten Komponenten und ihrer Beziehungen die Transparenz des Informationssystems zu erhöhen. Informationsgehalt und Verständlichkeit sollten sich bei der Modellbildung im Gleichgewicht befinden.

Die Beziehungen zwischen den Elementen eines Systems können sowohl **statischer** als auch **dynamischer** Natur sein. Während statische Beziehungen eine feste (zeitlose) Ordnung der Elemente charakterisieren, beschreiben dynamische Beziehungen die Ordnung der Elemente in zeitlicher Abhängigkeit. Das Abbild eines betrieblichen Informationssystems muß somit der Darstellung struktureller als auch verhaltensrelevanter Aspekte Rechnung tragen.

Ein Informationsmodell kann zur Komplexitätsbeherrschung in verschiedene Teilmodelle zerlegt werden, wobei jedes Teilmodell eine andere Sicht auf das gleiche Problem oder Anforderung widerspiegelt. Jedes dieser Teilmodelle erfordert eine spezifische Methode zur semantischen Beschreibung der Inhalte und Strukturen. Im Rahmen der Informationsmodellierung müssen die Methoden der Teilmodelle den Anforderungen nach **fachlicher und methodischer Durchgängigkeit** genügen. Eine fachliche Durchgängigkeit bedeutet, daß die Teilmodelle

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<sup>1</sup> Vgl. Ulrich, H.: Eine systemtheoretische Perspektive der Unternehmensorganisation, in: Seidel, E.; Wagner, D. (Hrsg.): Organisation - Evolutionäre Interdependenzen von Kultur und Struktur der Unternehmung, Wiesbaden 1989, S. 13-26.

<sup>2</sup> Vgl. Keller, G.; Kirsch, J.; Nüttgens, M.; Scheer, A.-W.: Informationsmodellierung in der Fertigungssteuerung, in: Scheer, A.-W. (Hrsg.): Veröffentlichungen des Instituts für Wirtschaftsinformatik, Heft 80, Saarbrücken 1991, S. 1-2.

<sup>3</sup> Vgl. Eichhorn, W.: Modelle und Theorien der Wirtschaftswissenschaften, in: Raffee, H.; Abel, B. (Hrsg.): Wissenschaftstheoretische Grundfragen der Wirtschaftswissenschaften, München 1979, S. 60-104.

aufeinander abgestimmt und deren Fachinhalte auf unterschiedlichen Detaillierungsstufen aufgezeigt werden. Gerade auf der Fachkonzeptebene ist dies von wesentlicher Bedeutung für die Akzeptanz und den Nutzen dieser Modelle. Mit der fachlichen Durchgängigkeit kann erreicht werden, daß sowohl das Management als auch der Fachexperte Transparenz und interessenbezogenen Informationen über die betriebswirtschaftlichen Zusammenhänge erhält. Methodische Durchgängigkeit bedeutet, daß alle Beschreibungsmittel (Konstruktionsoperatoren) aufeinander abgestimmt sind.

Ein **Informationsmodell** der Unternehmung (Unternehmensmodell) stellt ein Abbild der betrieblichen Realität bzw. einen idealtypischen Entwurf zur Planung eines betrieblichen Informationssystems dar.

## 2.2 Methodeneinsatz

Im Zusammenhang mit der Erstellung von Informationsmodellen werden eine **Vielzahl von Methoden** eingesetzt. Nach der theoretischen Herkunft kann man die Methoden schwerpunktmäßig in die Gebiete der Organisationslehre, der Systemtheorie und der Informatik einordnen.<sup>4</sup> Sie lassen sich differenzieren nach:

- ☐ der Betrachtungsweise auf ein betriebswirtschaftliches Problem,
- ☐ der Beschreibungsnahe zur Informationstechnik und
- ☐ dem schwerpunktmäßigen Einsatz innerhalb der Phasen des Softwareentwicklungsprozesses.

Die Vielzahl der Methoden, die sich teilweise nur geringfügig unterscheiden, haben zu einer hohen Unübersichtlichkeit geführt und eine einheitliche Konzeption für die Anwendungssoftwareentwicklung behindert. Scheer hat zur Begegnung dieses Defizites das Rahmenkonzept "ARIS - Architektur integrierter Informationssysteme"<sup>5</sup> entwickelt. Da Anwendungssoftware zur Unterstützung betrieblicher Informationssysteme dient, kann diese Architektur sowohl zur Einordnung der verschiedenen Entwicklungsmethoden als auch zur Unternehmensmodellierung herangezogen werden.

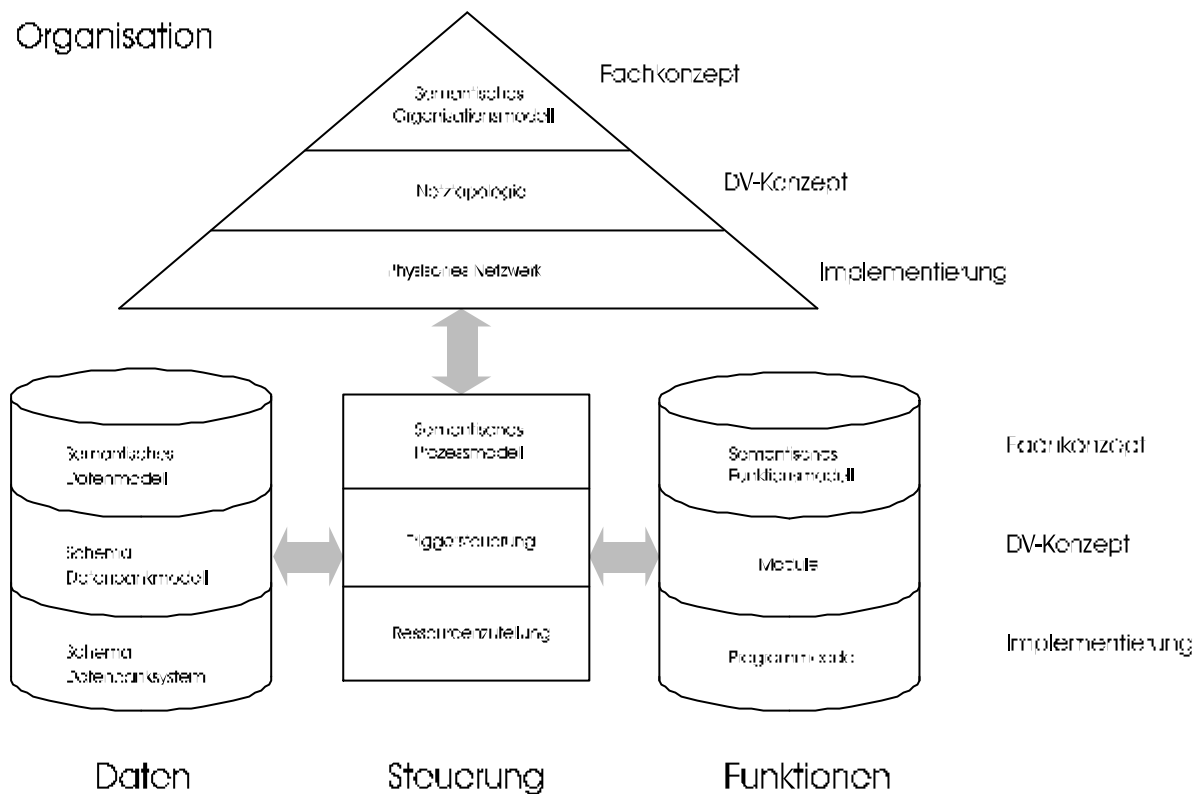
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<sup>4</sup> Vgl. Wollnik, M.: Systemtheoretische Ansätze, in: Kieser, A.; Kubicek, H. (Hrsg.): Organisationstheorien II - Kritische Analyse neuerer sozialwissenschaftlicher Ansätze, Stuttgart et al. 1978, S. 77-104.

Vgl. Grochla, E.; Lehmann, H.: Systemtheorie und Organisation, in: Grochla, E. (Hrsg.): Handwörterbuch der Organisation, Stuttgart 1980, Sp. 2204-2216.

<sup>5</sup> Scheer, A.-W.: Architektur integrierter Informationssysteme - Grundlagen der Unternehmensmodellierung, Berlin et al. 1991.



Abb. 1: ARIS-Architektur<sup>6</sup>

Die Architektur macht mit der Einteilung in verschiedene Sichten die Akzentuierung verschiedener Betrachtungsweisen auf einen betriebswirtschaftlichen Sachverhalt deutlich. Mit der Zerlegung in verschiedene Ebenen charakterisiert Scheer die Entwicklungsstufen von einer betriebswirtschaftlichen Anforderung bis hin zur technischen Implementierung. Als wesentliche Komponenten eines Informationssystems sind in der ARIS-Architektur die **Daten-**, die **Funktions-** und die **Organisationssicht** aufgeführt. Die existierenden Verbindungen dieser Teilsichten werden in der sogenannten **Steuerungssicht** ausgewiesen. Dabei spielt das Aufzeigen des dynamischen Aspekts des Informationssystems in der Steuerungssicht eine bedeutende Rolle, die im weiteren als **Prozeßsicht**<sup>7</sup> spezifiziert wird. Die Abstraktionsebenen sind unterteilt in das **Fachkonzept**, das **DV-Konzept** und die **Implementierung**. In dem Fachkonzept soll das betriebswirtschaftliche Anwendungskonzept in einer soweit formalisierten Beschreibungssprache charakterisiert werden, daß es für die Weiterverarbeitung im DV-Konzept als Ausgangspunkt genutzt werden kann. In dem DV-Konzept wird das Fachkonzept in die Begriffswelt der

<sup>6</sup> Scheer, A.-W.: Architektur integrierter Informationssysteme - Grundlagen der Unternehmensmodellierung, Berlin et al. 1991, S. 18.

<sup>7</sup> Vgl. Scheer, A.-W.: Architektur integrierter Informationssysteme - Grundlagen der Unternehmensmodellierung, Berlin et al. 1991, S. 113-114.

Datenverarbeitung umgesetzt, ohne jedoch Bezug auf konkrete Implementierungskomponenten zu nehmen. Im Rahmen der technischen Implementierung wird das DV-Konzept auf konkrete hard- und softwaretechnische Komponenten übertragen.<sup>8</sup>

Bei der Entwicklung von Informationsmodellen können zwei Richtungen verfolgt werden. Zum einen die Konstruktion und zum anderen die Modellierung von Informationsmodellen. Bei der Konstruktion werden während des gesamten Prozesses die betriebswirtschaftlichen Tatbestände einbezogen. Dies kann aufgrund einer neuen Sicht zu einer Rekonstruktion betriebswirtschaftlicher Tatbestände oder zur Gewinnung neuer betriebswirtschaftlicher Zusammenhänge führen. Bei der Modellierung liegen die betriebswirtschaftlichen Sachverhalte bereits vor und werden entweder in einfachere Strukturen zerlegt oder falls detaillierte betriebswirtschaftliche Zusammenhänge vorliegen in einer Synthese zu größeren Einheiten verdichtet<sup>9</sup>. Bei der Entwicklung eines Informationsmodells auf der Fachebene wird primär der konstruktiven Vorgehensweise gefolgt. Jedoch findet auch die Strukturzerlegung und -synthese Anwendung, da in vielen Fällen auf vorhandene betriebswirtschaftliche Sachverhalte zurückgegriffen werden kann.

Bei der **Beschreibung eines Informationsmodells** einer Unternehmung können unterschiedliche Aspekte im Vordergrund stehen. Typische Sichten sind Daten-, Funktions- und Organisationssicht. Die Verknüpfung dieser Sichten erfolgt in der Steuerungssicht. Die einzelnen Sichten können in Abhängigkeit zur Nähe der Informationstechnik in verschiedenen Ebenen beschrieben werden.

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<sup>8</sup> Vgl. Scheer, A.-W.: Architektur integrierter Informationssysteme - Grundlagen der Unternehmensmodellierung, Berlin et al. 1991, S. 12-19.

<sup>9</sup> Vgl. Scheer, A.-W.: Wirtschaftsinformatik - Informationssysteme im Industriebetrieb, 3. Auflage, Berlin et al. 1990, S. 25.

### 3 Semantische Prozeßmodellierung

Mit der Unterstützung betrieblicher Abläufe durch computergestützte Informationssysteme werden oftmals konfliktäre Ziele verfolgt. Dies resultiert daraus, daß die Informationstechnologie in Abhängigkeit der zu unterstützenden betrieblichen Bereiche **unterschiedlichen Anforderungen** Rechnung tragen muß. Generell erlangen bei der Gestaltung betriebswirtschaftlicher Informationssysteme folgende zwei Aspekte an Bedeutung:<sup>10</sup>

- ❑ Die Analyse, Optimierung und Unterstützung von Prozeßketten:  
Ziel ist es, Informationssysteme über organisatorische Grenzen des Unternehmens hinweg am betriebswirtschaftlich logischen Ablauf orientiert aufzubauen.
- ❑ Die Strukturierung der Unternehmensressource Daten:  
Ziel ist es, eine von den Funktionen unabhängige, logisch einheitliche Datenbasis aufzubauen, in der alle relevanten Informationsobjekte sowie die zwischen ihnen existierenden Beziehungen aufgezeigt werden.

Die oben genannten Ziele sollen aber nicht den Eindruck erwecken, daß Funktionen und Informationsobjekte völlig unabhängig voneinander sind. Zum einen kann eine Funktion als Transformation von Input- in Outputdaten angesehen werden, zum anderen bestimmt die Gesamtheit der zu erfüllenden Aufgaben die Art und Menge der in einem Unternehmen benötigten Daten.

Aufgrund der im Unternehmen vorherrschenden Komplexität ist es sinnvoll, problemorientierte Sichten zu bilden, um damit die Transparenz des Systems zu erhöhen. Ebenso muß der Anbieter von Anwendungssoftware seine Strukturen transparent machen, damit der Anwender das angebotene Informationssystem auf Basis seiner betrieblichen Anforderungen verifizieren und damit die Entscheidungsgrundlage verbessern kann.

#### 3.1 Konstrukte der Prozeßmodellierung

Die Konstrukte "Informationsobjekt", "Funktion" und "Ereignis" repräsentieren die aktiven und passiven Komponenten des semantischen Prozeßmodells. Die aktiven Komponenten stellen betriebswirtschaftliche **Funktionen** im Informationssystem dar. Mit der expliziten Ausweisung von passiven Komponenten, sogenannten eingetretenen **Ereignissen**, werden verschiedene Systemzustände bzw. betriebswirtschaftliche Bedingungen aufgezeigt, die wiederum

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<sup>10</sup> Vgl. zu verschiedenen Aspekten der Integration: Scheer, A.-W.: EDV-orientierte Betriebswirtschaftslehre - Grundlagen für ein effizientes Informationsmanagement, 4. Auflage, Berlin et al. 1990, S. 26-46.

Keller, G.; Nüttgens, M.; Scheer, A.-W.: Semantische Prozeßmodellierung auf der Grundlage „Ereignisgesteuerter Prozeßketten (EPK)“, in: Scheer, A.-W. (Hrsg.): Veröffentlichungen des Instituts für Wirtschaftsinformatik, Heft 89, Saarbrücken 1992. (<http://www.iwi.uni-sb.de/iwi-hefte/heft089.pdf>)

Folgewirkungen für den weiteren Ablauf innerhalb des Systems besitzen. Ausgehend von der primär verfolgten Steuerungssicht können die Verbindungen zu der Daten-, der Funktions- und der Organisationssicht aufgezeigt werden.

### 3.1.1 Das Informationsobjekt

Der Begriff "**Information**" stammt aus dem lateinischen und hat im ursprünglichen Sinne die Bedeutung "Einförmigkeit, Bildung, Gestaltung". Eine eindeutige Bedeutung des Begriffs Information ist bis heute in der theoretischen Diskussion noch offen. Nach Wittmann<sup>11</sup> soll unter Information "zweckorientiertes Wissen" verstanden werden. Die in Unternehmen abzubildenden Informationen werden als Nachrichten oder Daten bezeichnet. Eine Nachricht besteht aus der Adresse des Empfängers (Nachrichtenkopf), der Adresse des Senders und der eigentlichen Nachricht, einer Menge von Daten. Unter einem Datum wird der kleinste realisierbare Repräsentant eines Sachverhalts verstanden, der in einem gegebenen kommunikativen Zusammenhang für sich interpretiert und dauerhaft in Form von diskreten Zeichen fixiert werden kann.

Der Begriff "**Objekt**" wird synonym für die Worte Gegenstand oder Sache verwendet. Der Gegenstand kann dabei realer oder abstrakter Natur sein. Objektorientierung in diesem Sinne bedeutet das Zurechtfinden anhand von Gegenständen. Im Rahmen der betrieblichen Informationsmodellierung spielt die eindeutige Definition des durch die Syntax repräsentierten semantischen Inhalts eines Informationsobjekts eine besondere Rolle. So kann die Nummer "4711" die Postleitzahl bzw. Telefonnummer eines Kunden oder Lieferanten, die Teilenummer, die Nummer einer Konstruktionszeichnung oder eines Arbeitsplans repräsentieren. Ebenso ist es häufig der Fall, daß sich hinter verbal beschriebenen Informationsobjekten unterschiedliche Inhalte verbergen. So versteht die Abteilung Vertrieb unter dem Informationsobjekt "Auftrag" den Kundenauftrag, die Konstruktion den Entwicklungsauftrag, der Einkauf der Bestellauftrag und die Disposition den Fertigungsauftrag.

Bei der Erstellung eines Informationsmodells ist im Rahmen der Datensicht auf der Fachkonzeptebene das **semantische Datenmodell** Gegenstand der Betrachtung. Im semantischen Datenmodell werden die fachlichen Vorgaben für die spätere Umsetzung in die formalen Anforderungen eines Datenmodells und deren technische Implementierung getroffen. Das semantische Datenmodell enthält die sachlogischen Datenstrukturen, die aus der Ebene des Benutzerproblems abgeleitet und in die Begriffe zur formalen Beschreibung von Datenstrukturen

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<sup>11</sup> Vgl. Wittmann, W.: Unternehmung und unvollkommene Information - Unternehmerische Voraussicht, Ungewißheit und Planung, Köln 1959, S. 14.

überführt werden. Ziel ist es, die im Unternehmen erforderlichen Daten in einem funktionsübergreifenden Zusammenhang darzustellen<sup>12</sup>.

Ein **Informationsobjekt** ist ein von den Aktionsträgern semantisch zu beschreibender und identifizierbarer Sachverhalt. Informationsobjekte stellen Mengen realer oder abstrakter Dinge dar, die für ein Unternehmen von Interesse sind. Ein **Unternehmensdatenmodell** ist das Abbild der unternehmensspezifischen Informationsobjekte und ihrer statischen Beziehungen in einer einheitlichen und konsistenten Struktur.

### 3.1.2 Die Funktion

Ebenso wie der Informationsbegriff ist auch der Begriff der **Funktion** in der Literatur nicht eindeutig definiert. So wird der Funktionsbegriff in der betriebswirtschaftlichen Literatur häufig mit dem Begriff der Aufgabe synonym verwendet, als Teil der Aufgabe im Sinne der Verrichtung oder als organisatorische Zuordnung eines Aufgabenträgers zu einer Aufgabe verstanden.

In der Mathematik wiederum wird der Funktionsbegriff als eine Vorschrift verwendet, nach der jedem Element einer Menge (Urbildmenge) genau ein Element einer zweiten Menge zugeordnet wird (Bildmenge). In der Informatik versteht man unter einer Funktion ein codiertes Unterprogramm, das als Ergebnis genau einen Wert zur Verfügung stellt.

Im folgenden wird der Funktionsbegriff im Sinne der **Aufgabe** verwendet, d. h. es stellt eine durch physische oder geistige Aktivitäten zu verwirklichende Soll-Leistung dar. Im Rahmen der Informationsmodellierung steht somit das "Ziel" und nicht der Weg, mit dem das Ziel erreicht wird, im Mittelpunkt. Auf der Fachkonzeptebene stellt eine Funktion einen betriebswirtschaftlichen Vorgang dar und ist eine aktive Komponente im Informationssystem. Der hier definierte Funktionsbegriff bezieht sich somit auf das "was" und nicht auf das "wie" der Funktion. Zum Beispiel stellt innerhalb der Funktion "Anfrageerstellung an Lieferant Müller über EDIFACT" die Anfrageerstellung das "was" und EDIFACT das "wie" dar.

Funktionen transformieren Input- in Outputdaten, indem sie Objekte lesen, verändern, löschen oder erzeugen. Eine Funktion enthält die **Entscheidungskompetenz** über nachfolgende Funktionen. Sie können soweit unterteilt werden, bis sie einen betriebswirtschaftlich nicht weiter

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<sup>12</sup> Vgl. zum Entwurf von Unternehmensdatenmodellen: Scheer, A.-W.: Wirtschaftsinformatik - Informationssysteme im Industriebetrieb, 3. Auflage, Berlin et al. 1990.

sinnvoll unterteilbaren Vorgang darstellen. Zur Identifikation von Funktionen gelten folgende Regeln:

❑ Semantische Transformationsregel:

Ist die semantische Transformationsregel von Funktionen verschieden, dann sind es unterschiedliche Funktionen (prozedurale Regel).

Der Umkehrschluß ist nicht zulässig!

❑ Input-Output-Regel:

Gehen in eine Funktionen andere Daten ein als in eine zweite Funktion, dann sind die Funktionen unterschiedlich. (deskriptive Regel)

Gehen aus einer Funktion andere Daten aus als aus einer zweiten Funktion, dann sind sie unterschiedlich (deskriptive Regel).

Der Umkehrschluß ist nicht zulässig!

In einem **semantischen Funktionsmodell** wird das komplexe Funktionsgebilde eines Unternehmens in einer statischen und übersichtlichen Struktur abgebildet. Zum einen werden hier durch eine Über- und Unterordnung Zugriffe festgelegt, zum anderen wird aufgezeigt, welche Funktionen gruppiert werden können. Denkbare Kriterien zur Gruppierung von Funktionen können sein: Prozeßorientierung, Informationsobjektorientierung und Verrichtungsorientierung.<sup>13</sup>

Eine **Funktion** beschreibt auf der Fachkonzeptebene die Durchführung eines betrieblichen Vorgangs, der zur Erfüllung eines Unternehmensziels beiträgt. Sie ist somit eine semantische Verarbeitungsregel, die einen Eingangszustand in einen Zielzustand (Output) umwandelt. Eine Funktion ist eine aktive Komponente im Informationssystem. Ein **Unternehmensfunktionenmodell** ist das Abbild der unternehmensspezifischen Funktionen und ihrer statischen Beziehungen in einer einheitlichen und konsistenten Struktur.

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<sup>13</sup> Vgl. Keller, G.; Kirsch, J.; Nüttgens, M.; Scheer, A.-W.: Informationsmodellierung in der Fertigungssteuerung, in: Scheer, A.-W. (Hrsg.): Veröffentlichungen des Instituts für Wirtschaftsinformatik, Heft 80, Saarbrücken 1991, S. 7.

### 3.1.3 Das Ereignis

Ein Ereignis ist in Anlehnung an die DIN 69900 das Eintreten eines definierten Zustandes, der eine Folge von Aktivitäten bewirkt. Abzugrenzen von ereignisbezogenen Zuständen sind Systemzustände, die keine unmittelbare Folgewirkungen für das System haben.

Innerhalb der Informationsmodellierung stellt ein Ereignis einen **eingetretenen Zustand** eines oder einer Gruppe von Informationsobjekten dar. Ein Ereignis ist somit eine **passive Komponente** des Informationssystems. Demzufolge kann ein Ereignis im Gegensatz zur Funktion keine Entscheidungskompetenz besitzen.

Wesentliche Kennzeichen eines Ereignisses innerhalb der Informationsmodellierung auf der Fachkonzeptebene sind:

- ☐ Ereignisse können Funktionen auslösen,
- ☐ Funktionen werden durch Ereignisse ausgelöst,
- ☐ Ereignisse repräsentieren einen eingetretenen betriebswirtschaftlichen Zustand,
- ☐ Ereignisse dienen zur Spezifikation betriebswirtschaftlicher Bedingungen,
- ☐ Ereignisse können auf Informationsobjekte des Datenmodells referenzieren.

Ein **Ereignis** ist ein eingetretener Zustand im Informationssystem, der den weiteren Ablauf im Informationssystem determiniert. Es bildet einen zeitpunktbezogenen Sachverhalt ab und stellt die passive Komponente im Informationssystem dar.

## 3.2 Die "Ereignisgesteuerte Prozeßkette" (EPK)

Im Gegensatz zu den mehr statischen Daten- und Funktionsmodellen beschreiben Prozeßmodelle eine dynamische Sicht innerhalb eines Informationsmodells. In einem semantischen Prozeßmodell<sup>14</sup> wird der ablaufbezogene Zusammenhang von Funktionen dargestellt. Funktionen werden von einem **Auslösemechanismus** gestartet, dem Ereignis. Ereignisse starten somit Funktionen und können wiederum ein Ergebnis von Funktionen sein. Ein Ereignis ist somit das **Eingetretensein von Ausprägungen (Werten) von Attributen**, das eine Funktion auslöst.

Durch Abstraktion der realen Ausprägungen erhält man auf der Fachkonzeptebene die Elemente **"Ereignistypen"** und **"Funktionstypen"**. Ein Ereignistyp ist eine eindeutig benannte Sammlung von Ereignissen, die aufgrund des Eintretenseins von Ausprägungen derselben Attribute einer

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<sup>14</sup> Vgl. Scheer, A.-W.; Spang, S.: Enterprise Modelling - The Key to Integration, in: ISATA (Hrsg.): Proceedings of the 23rd ISATA, Wien 1990, S. 15-23.  
Spang, S.: Ein integrierter Ansatz zur Unternehmensmodellierung, in: Scheibl, H.-J. (Hrsg.): Software-Entwicklungs-Systeme und -Werkzeuge, Esslingen 1991, S. 3.2.1-3.2.15.

Klasse zugeordnet werden. Der Unterschied zwischen Typ- und Ausprägungsebene ist in der folgenden Abbildung aufgezeigt.

	<b>Ereignistyp</b>	<b>Funktionstyp</b>	<b>Ereignistyp</b>
<b>Abstraktionsebene</b>	<b>Bedarf ist eingetreten</b>	<b>Bestellanforderung erstellen</b>	<b>Bestellanforderungsposition ist erstellt</b>
	<b>Ereignis</b>	<b>Funktion</b>	<b>Ereignis</b>
<b>Ausprägungsebene</b>	<b>Bedarf von Material 4711 in einer Menge von 500 Stück ist aufgetreten</b>	<b>Bestellanforderung für Material 4711 erstellen</b>	<b>Bestellanforderungsposition für Material 4711 erstellt</b>

Abb. 2: Unterschied zwischen Abstraktions- und Ausprägungsebene

Im Rahmen der Datensicht werden die Informationsobjekte Entity- und Beziehungstyp analysiert. Informationsträger sind dort die Attribute. Ebenso ist ein Kennzeichen von Ereignistypen, daß sie auf spezifische Attribute referenzieren können. Somit existiert zwischen den Ereignistypen und den Informationsobjekten des Datenmodells ein Zusammenhang. Ein Ereignistyp kann einem oder mehreren Informationsobjekten zugeordnet sein. Ein Informationsobjekt kann zu einem oder mehreren Ereignistypen in Beziehung stehen.

Ist ein vollständig attribuiertes Datenmodell vorhanden, so können über die Identifizierung von Attributen und der Analyse möglicher Ausprägungen der Attribute potentielle Ereignistypen erarbeitet werden. Ist kein Datenmodell vorhanden, so sind signifikante Ereignisse aus der Praxis zu identifizieren und daraus Ereignistypen zu bilden. Die beschriebenen komplexen Zusammenhänge können alle oder zum Teil, abhängig vom verfolgten Ziel, in einer Grafik dargestellt werden.



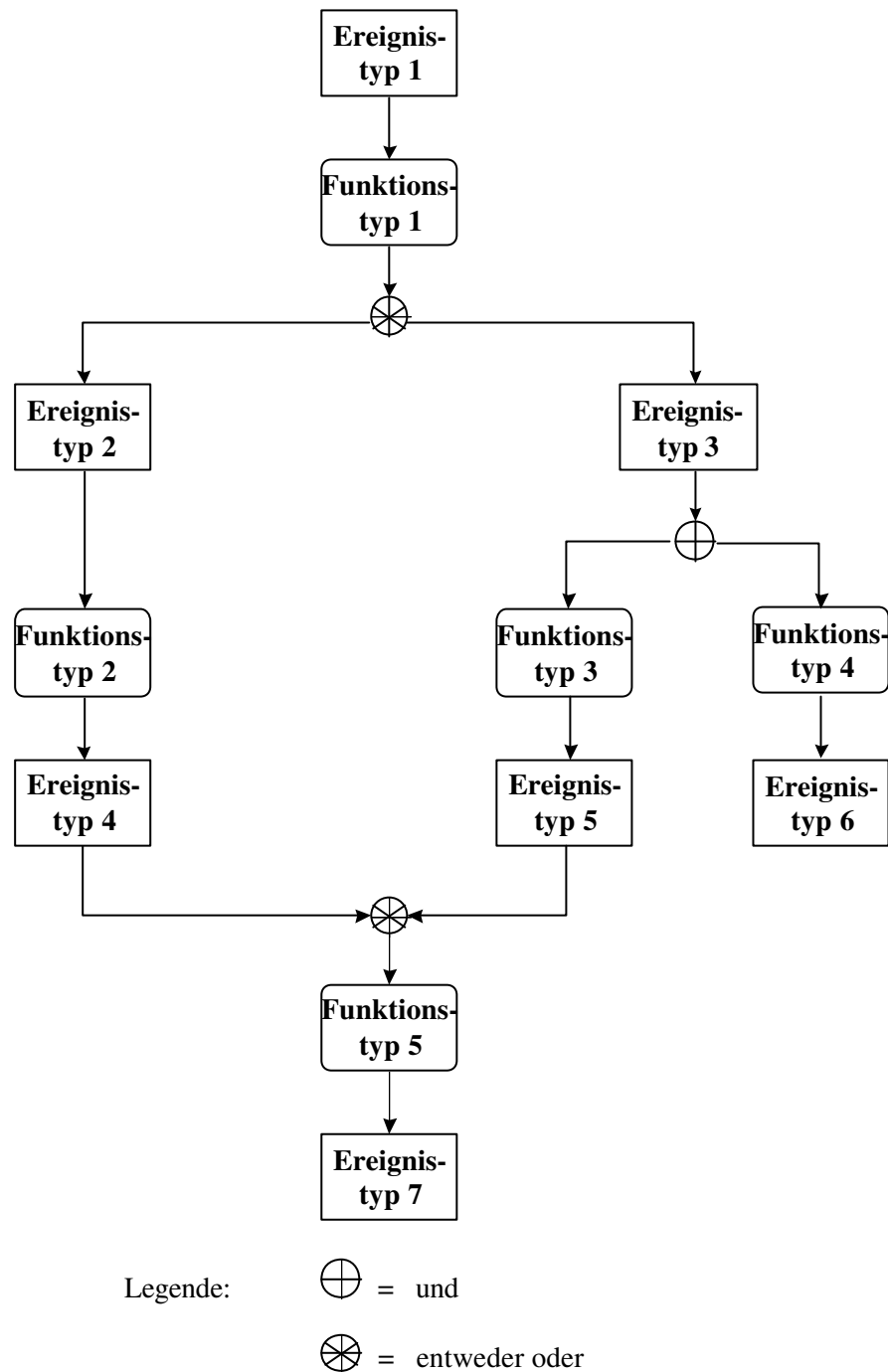


Abb. 3: Ereignisgesteuerte Prozeßkette (EPK)

Die "Ereignisgesteuerte Prozeßkette (EPK)" enthält, welche Ereignistypen welche Funktionstypen auslösen und welche Ereignistypen von welchen Funktionstypen erzeugt werden. Dadurch daß ein Ereignistyp, der von einem Funktionstyp erzeugt wird, auch Auslöser für einen folgenden Funktionstyp ist, entsteht eine zusammenhängende Kette. Es können **Verknüpfungsoperatoren** zwischen Ereignistypen oder Funktionstypen angegeben werden.

Die Darstellung der Fachinhalte als ereignisgesteuerte Prozeßkette eignet sich zum einen für den ersten Entwicklungsschritt in der Prozeß-/Funktionsmodellierung und zum anderen für eine Gesamtdarstellung aller zu einem Bereich gehörenden Funktionstypen und Ereignistypen.

Wie die EPK zeigt, können zwischen Ereignistypen und Funktionstypen vielfältige Verknüpfungsmöglichkeiten existieren. Dabei ist zu unterscheiden, "wie" und "was" verknüpft wird. Durch die **Verknüpfungsoperatoren** wird beschrieben, "wie" verknüpft wird. Folgende Fälle können auftreten:

- ☐ **konjunktive Verknüpfung**  
Eine konjunktive Verknüpfung ("und"-Verknüpfung) von zwei Aussagen besagt, daß die Gesamtaussage wahr ist, wenn beide Aussagen gleichzeitig wahr sind. Diese Art der Verknüpfung wird durch das Pluszeichen (+) in einem Kreis ausgedrückt.
- ☐ **disjunktive Verknüpfung**  
Eine disjunktive Verknüpfung ("entweder oder"-Verknüpfung) von zwei Aussagen besagt, daß die Gesamtaussage wahr ist, wenn genau eine Aussage wahr ist. Diese Art der Verknüpfung wird durch das Sternzeichen (\*) in einem Kreis ausgedrückt.
- ☐ **adjunktive Verknüpfung**  
Eine adjunktive Verknüpfung ("und/oder"-Verknüpfung) von zwei Aussagen besagt, daß die Gesamtaussage wahr ist, wenn mindestens eine Aussage wahr ist. Diese Art der Verknüpfung wird durch einen Kreis ausgedrückt.

Mit der **Verknüpfungsart** wird angegeben, welche Elemente in den Modellen verknüpft werden. Werden mehrere Ereignistypen mit einem Funktionstyp verknüpft, so handelt es sich um eine **Ereignistypverknüpfung**. Werden mehrere Funktionstypen mit einem Ereignistyp verknüpft, so handelt es sich um eine **Funktionstypverknüpfung**.

Verknüpfungsoperatoren Verknüpfungsart		entweder oder	und	und/oder
Ereignis- typver- knüpfung	Aus- lösende Ereignis- typen (AET)			
	Erzeugte Ereignis- typen (EET)			
Funktions- typver- knüpfung	Aus- lösende Ereignis- typen (AET)			
	Erzeugte Ereignis- typen (EET)			



nicht erlaubt

ET=Ereignistyp

FT=Funktionstyp

Abb. 4: Verknüpfungsarten

Die "Ereignisgesteuerte Prozeßkette" stellt den zeitlich-logischen Ablauf von Funktionen und eine Verknüpfung der Elemente des Daten- und des Funktionsmodells dar. Sie ist somit eine zentrale Komponente innerhalb der Informationsmodellierung.

Neben der Ausweisung des Kontrollflusses (Ereignisgesteuerte Prozeßkette) kann bei der Gestaltung von integrierten Informationssystemen die Analyse der in einen Funktionstyp ein- und ausgehenden Informationsobjekten von Interesse sein. Dies geschieht über die Input/Output-Zuordnung der Informationsobjekte bzw. Attribute im Funktionsmodell. Neben dem engen Bezug zwischen Funktions- und Datensicht tragen die Ereignisgesteuerten Prozeßketten auch dem Gedanken einer prozeßorientierten Ablauforganisation Rechnung. Eine Erweiterung der "Ereignisgesteuerten Prozeßketten" um den Aspekt der Organisationssicht kann durch Zuordnung von Organisationseinheiten zu Funktionen leicht erfolgen. Somit können alle an einem Prozeß beteiligten Organisationseinheiten ermittelt und adäquate Organisationsmodelle entworfen werden.

Ein **Unternehmensprozeßmodell** ist das Abbild der dynamischen Aspekte eines betrieblichen Informationssystems, d. h. der Darstellung der durchzuführenden Funktionen in ihrer zeitlich-logischen Abhängigkeit. Die Ablauflogik wird durch die Ereignisse determiniert. Das Unternehmensprozeßmodell besteht aus der gleichgewichtigen Betrachtung von aktiven (Funktionstypen) und passiven (Ereignistypen) Elementen eines Informationssystems in einer einheitlichen und konsistenten Struktur. Es bildet somit die Basis für den objektorientierten Systementwurf.

## 4 Meta-Prozeßmodellierung

Neben einer Beschreibung konkreter betriebswirtschaftlicher Anwendungsbereiche kann die Prozeßmodellierung mittels EPK's auch zur Modellierung des eigentlichen Modellierungsvorgangs eingesetzt werden. Man spricht dann auch vom "**Metamodell der Prozeßmodellierung**" oder von einem "**Meta-Prozeßmodell**". Eine Erweiterung um die Organsiationssicht entspricht dann dem **Vorgehensmodell zum Entwurf und zur Implementierung eines integrierten Informationssystems**. Im folgenden soll zunächst ein grobes Modell entwickelt werden, das den Ablauf der Funktionen zur Systementwicklung nach ARIS<sup>15</sup> charakterisiert.

### 4.1 Entwurf der fachlichen Ausgangslösung

Der Entwurf einer fachlichen Ausgangslösung bildet die Basis für die eigentliche Systementwicklung, in der zunächst eine Definition der Unternehmensziele und eine Analyse der Schwachstellen des bestehenden Informationssystems vorgenommen wird. Unter Berücksichtigung der Ergebnisse dieser Untersuchungen erfolgt die Bestimmung der relevanten Untersuchungseinheit für die ein Entwicklungskonzept aufgestellt wird.

Die **Unternehmensziele** und deren Strukturen werden im Rahmen einer strategischen Planung bestimmt. Die Entwicklung von Zielvorstellungen i. S. eines Anspruchsniveaus hat eine fundamentale Bedeutung. "Wichtiger als die Auswahl der richtigen Lösung ist zunächst die Bestimmung der richtigen Ziele. Denn werden falsche Ziele gewählt, werden zwangsläufig irrelevante Problemlösungen angegangen."<sup>16</sup>

Unternehmensziele stellen normative Leitlinien dar, mit deren Hilfe die IST-Situation eines Unternehmens bewertet werden kann. Außerdem bilden sie die Grundlage für das Aufstellen und die Bewertung von Maßnahmen, die zur Beseitigung von Mißständen getroffen werden müssen. Ohne die Kenntnis der Unternehmensziele ist es illusorisch neue Konzepte aufzustellen, da nicht ersichtlich ist, was mit diesen erreicht werden soll.<sup>17</sup>

Nachdem die Unternehmensziele definiert sind, erfolgt eine **IST-Analyse** des bestehenden Informationssystems. Ziel dieser Untersuchung ist die Feststellung der Schwächen und Stärken des Systems sowie die Problemerkennung, d. h. die Bewußtseinsbildung und Artikulierung von offenen und latenten Problemen. Die Schwachstellenanalyse kann in mehreren Stufen erfolgen, wobei eine ganzheitliche Betrachtung des Systems erfolgt.

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<sup>15</sup> Vgl. Scheer, A.-W.: Architektur integrierter Informationssysteme - Grundlagen der Unternehmensmodellierung, Berlin et al. 1991, S. 113-114.

<sup>16</sup> Vgl. Daenzer, W. F.: Systems Engineering, 5. Auflage, Köln 1986, S.67.

<sup>17</sup> Vgl. Kargl, H.: Fachentwurf für DV-Anwendungssysteme, 2. Auflage, München-Wien 1990, S. 77.

Unter Berücksichtigung der Unternehmensziele und der aufgewiesenen Schwachstellen des bestehenden Systems erfolgt am Schluß dieser ersten Phase die Formulierung und **Abgrenzung des relevanten Untersuchungsbereichs** und die **Erstellung eines Rahmenkonzepts** (Grobprojektierung), durch das die Leitlinien für die weitere Entwicklung des Informationssystems definiert werden. Im einzelnen müssen hierzu Projektvorschläge ausgearbeitet werden und die einzelnen Projekte im Hinblick auf ihre Ziele, Termine und Kosten determiniert werden. Im Rahmen der Projektorganisation der einzelnen Projekte können diese lediglich groben Schätzungen weiter spezifiziert werden (Feinprojektierung). Auf der Basis des Rahmenkonzepts kann eine Entscheidung für die Projektauslösung des Fachkonzepts getroffen werden.

## 4.2 Entwurf der Fachkonzepte

Nach der Auslösung eines Projektes zur Modellierung von Fachkonzepten erfolgt die **Feinprojektierung** in Form eines konkreten Ablaufplanes sowie die Bereitstellung der benötigten Ressourcen. Anschließend werden die Modelle für die einzelnen Sichten der jeweiligen Untersuchungseinheit entwickelt. Um ein allgemeines Vorgehensmodell zu entwickeln, ist es zunächst erforderlich, bestimmte **Abhängigkeiten der Objekte** des Informationsmodells und der jeweiligen Modellierungstechniken zu untersuchen.

Im Rahmen der Funktionsmodellierung werden Funktionen unter dem Gesichtspunkt ihrer Gliederung, ihrer Unterstützung durch Entscheidungsmodelle und ihrer Bearbeitungsform betrachtet, wobei als zentraler Aspekt die Strukturierung der Funktionen angesehen werden kann. Während Funktionsstrukturen lediglich einen statischen Charakter besitzen, kann der zeitlich/logische Ablauf von Funktionen durch "Ereignisgesteuerte Prozeßketten" dargestellt werden. Da beide Techniken sich auf Funktionen beziehen, besteht zwischen ihnen ein sehr **enger Zusammenhang**, dem ein Vorgehensmodell Rechnung tragen muß.

Weiterhin muß der Sachverhalt berücksichtigt werden, daß sich die Modellierung von Prozeßketten auf der Basis von detaillierten Funktionsstrukturen in der Praxis als äußerst schwierig erwiesen hat. Ein solches Vorgehen ist zwar prinzipiell möglich, führt aber zu einem **enormen Änderungsaufwand** der Strukturmodelle, da oftmals erst bei der Analyse von Funktionen unter Berücksichtigung ablaufbezogener Gesichtspunkte alle Funktionen eines Prozesses abgeleitet werden können. Als praktikabler hat es sich erwiesen die Prozeßmodelle zuerst zu entwickeln.

Als Ergebnis kann festgehalten werden, daß prinzipiell beide Vorgehensweisen möglich sind. Wichtig ist jedoch, daß Funktionsmodell und Prozeßketten vor einer Freigabe für die weitere Entwicklung auf Grund der aufgewiesenen Abhängigkeiten abgeglichen werden müssen. Da dieser Abgleich einen enormen Arbeitsaufwand erfordern kann, sollten CASE-Tools **Konsistenz-**

**Analysen** bereitstellen, mit deren Hilfe Funktionsmodell und Prozeßketten nach ihrer Kompatibilität untersucht werden können.

Neben der Gestaltung der Funktionsstrukturen und des Kontrollflusses von Funktionen wird im Fachkonzept das semantische Datenmodell der Untersuchungseinheit erstellt. Zwischen Datenmodellen, Funktionsstrukturen und Prozeßketten bestehen auf Grund folgender Sachverhalte Abhängigkeiten:

- ☐ Funktionen können direkt Input Daten anfordern um diese in Output Daten zu transformieren.
- ☐ Funktionen können nicht nur direkt Daten anfordern, sondern Daten können auch durch Triggernachrichten überstellt werden.
- ☐ Prozeßketten enthalten Ereignisse, die selbst Informationsobjekte darstellen und häufig auf Ausprägungen der Informationsobjekte des Datenmodells bzw. deren Attribute referenzieren.

Um die Komplexität bei der Entwicklung der Fachkonzepte zu verringern, können Datenmodell, Funktionsmodell und Prozeßketten zwar grundsätzlich unabhängig voneinander, ohne Berücksichtigung dieser Aspekte, entworfen werden. Da aber anzunehmen ist, daß während der Steuerungsmodellierung im Rahmen des Entwurfs von Triggernachrichten oder der Gegenüberstellung von Ereignissen mit den Informationsobjekten des Datenmodells Inkonsistenzen der Modelle festgestellt werden (z. B. wenn keine Funktionen für die Transformation bestimmter Daten modelliert wurden), müssen diese Modelle vor einer Freigabe erst validiert werden. Hierzu ist es gegebenenfalls erforderlich die jeweiligen Modelle zu anzupassen.

Für das Fachkonzept kann ebenfalls die Organisationssicht der relevanten Untersuchungseinheit unabhängig von den anderen Sichten entwickelt werden. Dabei sind zum einen die Organisationseinheiten des Unternehmens nach den jeweiligen Dispositionsstufen und/oder dem Kriterium der Verrichtung zu strukturieren, sowie die Benutzer des Systems zu spezifizieren. Auf Grund der Tatsache, daß die Datentransformation im Informationssystem durch Organisationseinheiten bzw. deren Benutzer erfolgt, bestehen jedoch Abhängigkeiten zwischen Organisationseinheiten, Benutzern und Funktionen bzw. Informationsobjekten. Da bei der isolierten Entwicklung von Organisationsmodell, Datenmodell, Funktionsmodell und Prozeßketten für eine Untersuchungseinheit diese Zusammenhängen nicht berücksichtigt werden, ist zu erwarten, daß im Rahmen der Steuerungsmodellierung durch die Analyse der Verbindungen Organisation mit Daten bzw. Funktionen Unstimmigkeiten der Modelle aufgezeigt werden. Dies erfordert ebenfalls eine Validierung der Modelle.

Dem hier entwickelten Vorgehensmodell liegen die oben angeführten Überlegungen zu Grunde. Grundsätzlich können Datenmodell, Funktionsmodell, Organisationsmodell und "Ereignisgesteuerte

Prozeßketten" unabhängig voneinander entwickelt werden. Im allgemeinen Vorgehensmodell der Systementwicklung wird dies durch die "don't care (und/oder) Verknüpfung" der einzelnen Modellierungsschritte zum Ausdruck gebracht. Um den Entwurf der Steuerungssicht detaillierter zu beschreiben, wurde diese Funktion in mehrere Teil-Funktionen zerlegt.

Auf Grund der aufgeführten Abhängigkeiten von Funktionsmodellen und Prozeßketten, muß vor der Freigabe dieser Modelle ihr Abgleich erfolgen. Diese validierten Modelle dienen zusammen mit dem Datenmodell als Grundlage für den Entwurf integrierter Unternehmensmodelle, wobei die dabei auftretenden Widersprüche des Datenmodells, des Funktionsmodells und der Prozeßketten anschließend zu beseitigen sind. Eine Freigabe aller Modelle für das DV-Konzept ist nur möglich, wenn die Verbindungen Organisation und Funktion bzw. Daten entwickelt wurden und dabei eine Abstimmung aller Modellsichten erfolgte. Aus Gründen der Komplexität wurden die Funktionen Projektsteuerung, Projektkontrolle und Projektadministration nicht im Vorgehensmodell für die allgemeine Systementwicklung aufgeführt. Es soll hier lediglich erwähnt werden, daß diese Funktionen parallel zu den einzelnen Entwicklungsschritten ablaufen.

Obwohl in diesem Modell keine bestimmte Vorgehensweise zur Modellierung der einzelnen Sichten vorgeschrieben wird, hat es sich als praktikabel erwiesen, die Modellierung von Prozeßketten an den Anfang aller Entwicklungsschritte des Fachkonzepts zu stellen. In diesem Fall entfällt der Abgleich des Funktionsmodells mit den Prozeßketten und das Organisationsmodell kann unter Berücksichtigung ablauforganisatorischer Gesichtspunkte entwickelt werden. Da das Datenmodell bei dieser Vorgehensweise nicht vorliegt, müssen signifikante Ereignisse aus der Praxis identifiziert werden. Als Endprodukt der Phase des Fachkonzepts liegen die validierten Modelle für die jeweilige Untersuchungseinheit vor.

## 4.3 Entwurf der DV-Konzepte

Im DV-Konzept erfolgt die Transformation der Fachmodelle in eine DV-technische Beschreibungssprache. In der folgenden Untersuchung sollen zunächst Konzepte verteilter Datenbanken und verteilter Verarbeitung nicht berücksichtigt werden.

Das Vorgehen für den Entwurf der Datensicht des DV-Konzepts umfaßt:<sup>18</sup>

- ☐ Umformung der Informationsobjekte des Fachkonzepts in Relationen.
- ☐ Beseitigung von Anomalien durch Normalisierung der Relationen.
- ☐ Definition von Integritätsbedingungen.

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<sup>18</sup> Vgl. Scheer, A.-W.: Architektur integrierter Informationssysteme - Grundlagen der Unternehmensmodellierung, Berlin et al. 1991, S. 155.



- ❑ Definition der Zugriffspfade und Transformation des Schemas in die konkrete Beschreibungssprache eines Datenbankverwaltungssystems (konzeptionelles Schema).

Da das Datenmodell bereits im Fachkonzept validiert wurde und im Rahmen des DV-Konzepts keine inhaltlichen Änderungen vorgenommen werden, muß das konzeptionelle Schema nicht mit den anderen Sichten des DV-Konzepts abgeglichen und kann für die Implementierung freigegeben werden.

Beim Entwurf der Organisationssicht des DV-Konzepts wird das fachliche Organisationsmodell in die Topologie des Datenverarbeitungssystems umgesetzt. Im einzelnen sind hierzu die Netztopologie, der Zugang des Benutzers zu den Knoten durch deren Standortbestimmung und die jeweiligen Rechnerkomponenten der jeweiligen Untersuchungseinheit zu bestimmen. Schließt man verteilte Datenbanken und verteilte Verarbeitung aus der Untersuchung aus, so werden im Rahmen des Entwurfs der Steuerungssicht für das DV-Konzept in Bezug auf die Organisationssicht lediglich die Paßwortberechtigungen für Programmobjekte bzw. Attribute der Relationen und die externen Schemata für die Benutzer bzw. Module abgeleitet. Da hierbei keine Auswirkungen auf die Konzepte der Organisationssicht zu erwarten sind, können diese ohne eine Validierung der Ergebnisse direkt für die Implementierung freigegeben werden.

Im Rahmen der Erstellung der Funktionssicht des DV-Konzepts werden die Module der Anwendungssysteme entworfen. Im einzelnen sind dazu die Module, deren Aufrufbeziehungen und die auszutauschenden Parameter zu definieren. Neben den Aufrufbeziehungen einfacher Batchmodule, werden ebenfalls die Verschachtelungen der Dialogmodule bestimmt und somit der Dialogablauf festgelegt. Anschließend sind die Inhalte der Module durch Kontrollstrukturen und Anweisungen zu spezifizieren, sowie die Masken und Listenköpfe der Anwendung zu entwerfen. Der Entwurf der Module, Modulinhalte, Masken und Listenköpfe ist ein interaktiver Vorgang, so daß sich ein allgemeines Vorgehen nur schwer bestimmen läßt.

Ein weiteres Problem stellt der Entwurf von Triggern dar. Da Trigger Transaktionen von Modulen auslösen können, wenn bestimmte Bedingungen bezüglich der Informationsobjekte eintreten, scheint es plausibel, den Triggerentwurf ebenfalls während der Entwicklung der Module vorzunehmen. Im Rahmen des Entwurfs der DV-Konzepte für die Ablaufsteuerung werden somit die:<sup>19</sup>

- ❑ externen Schemata für Module bzw. Benutzer abgeleitet,
- ❑ Benutzerberechtigungen für einzelne Attribute der Relationen und Module definiert,

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<sup>19</sup> Vgl. Scheer, A.-W.: Architektur integrierter Informationssysteme - Grundlagen der Unternehmensmodellierung, Berlin et al. 1991, S. 170-179.

- ❑ die während der Erstellung der Funktionssicht entworfenen DB-Operationen und die Datenbanktrigger an das Relationenmodell angepaßt.

Bezieht man Konzepte verteilter Datenbanken und verteilter Verarbeitung in die Systementwicklung mit ein, so ändert sich die Vorgehensweise für den Entwurf des DV-Konzepts der Datensicht und der Steuerungssicht erheblich. Im Rahmen des Entwurfs der Datensicht wird kein einheitliches konzeptionelles Schema abgeleitet, sondern vielmehr sind aus den Relationen Segmente abzuleiten. Diese werden während des Entwurfs der DV-Konzepte für die Steuerungssicht auf die einzelnen Knoten als Partionen verteilt. Eine Freigabe der Konzepte der Datensicht für die Optimierung der Speicherinhalte während der Implementierungsphase kann somit nur erfolgen, wenn die Partitionen für jeweils einen Knoten (bzw. ein lokales Datenbanksystem) entworfen sind. Auf die besonderen Probleme des verteilten Datenbankdesigns soll hier nicht näher eingegangen werden. Vielmehr wird auf die Fachliteratur verwiesen<sup>20</sup>.

Weiterhin sind im Rahmen des Entwurfs der Steuerungssicht die:<sup>21</sup>

- ❑ Module auf die Knoten zu verteilen,
- ❑ DB-Operationen an die jeweiligen Segmente anzupassen,
- ❑ Datenübertragungsaktionen und die steuernden Trigger des verteilten Datenbanksystems zu entwickeln.

Eine Freigabe der Module eines Knotens bzw. eines Anwendungssystems zur Programmierung oder Generierung von Quellcode kann erst erfolgen, wenn die entsprechenden Konzepte der Steuerung entwickelt wurden.

Da bei der Entwicklung der Verteilungskonzepte nicht zu erwarten ist, daß Änderungen für die Gestaltung der Netzarchitektur vorzunehmen sind, könnten letztere direkt nach dem Entwurf freigegeben werden. Der Entwurf der Komponenten physischer Netze setzt jedoch zumindest eine ungefähre Vorstellung der Module und Segmente voraus, die auf diesen implementiert werden. Deshalb muß auch dem Entwurf der Implementierungskonzepte für die Organisationssicht der Entwurf der Verteilungskonzepte vorausgehen.

Im Vorgehensmodell wurden die hier dargestellten Sachverhalte für die Entwicklung verteilter Systeme berücksichtigt. Die einzelnen Sichten für das DV-Konzept können grundsätzlich unabhängig voneinander entwickelt werden. Im Rahmen des Entwurfs der Funktionssicht werden auch die DB-Operationen und lokalen Trigger definiert, die während des Entwurfs der

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<sup>20</sup> Vgl. Wiborny, W.: Datenmodellierung - CASE - Datenmanagement, Bonn-München 1991, S. 360.

<sup>21</sup> Vgl. Scheer, A.-W.: Architektur integrierter Informationssysteme - Grundlagen der Unternehmensmodellierung, Berlin et al. 1991, S. 183.

Steuerungssicht an die Relationen bzw. Segmente angepaßt werden müssen. Eine Freigabe der Ergebnisse der einzelnen Sichten für die Implementierung ist erst möglich, wenn die Verteilungskonzepte entwickelt wurden und die Sichten abgeglichen wurden. Die Fertigstellung dieser Konzepte löst anschließend den Entwurf der Benutzerberechtigungen für Module und Attribute der Relationen aus.

## 4.4 Entwurf der Implementierungskonzepte

Im Rahmen der **Implementierung** werden die DV-Konzepte in physische Datenstrukturen, Netzsysteme und Programme umgesetzt. Bei der Entwicklung der Implementierungskonzepte werden für die einzelnen Sichten:<sup>22</sup>

- ❑ die internen Schemata, die Speicherzugriffsmöglichkeiten, die logischen Zugriffspfade und Speicherzuordnungen definiert,
- ❑ die in Pseudo-Code spezifizierten Module mit Hilfe von Generatoren in Quellcode-Module transformiert bzw. manuell programmiert, die Syntax der Module getestet und anschließend kompiliert,
- ❑ die logischen Netze durch physische Netze spezifiziert und die benötigten Rechnerkomponenten bestimmt,
- ❑ die physischen Komponenten und Zuordnungen des DV-Konzepts für den Programmablauf reserviert.

Somit ist das grobe Vorgehensmodell zum Entwurf und zur Implementierung eines integrierten Informationssystems beschrieben. Das Meta-Prozeßmodell ist in Abb. 5a und 5b beschrieben.

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<sup>22</sup> Vgl. Scheer, A.-W.: Architektur integrierter Informationssysteme - Grundlagen der Unternehmensmodellierung, Berlin et al. 1991, S. 192.

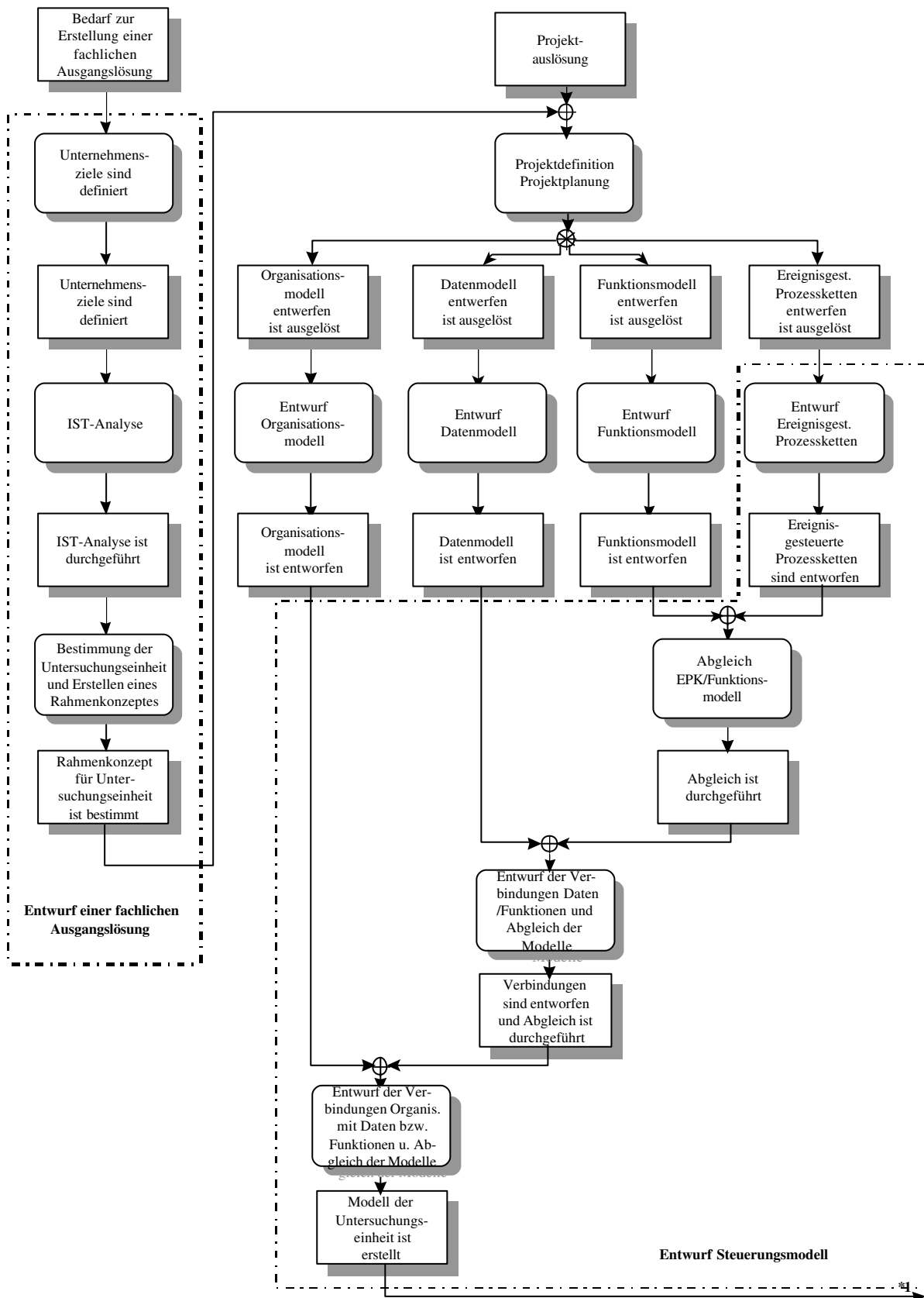


Abb. 5a: Meta-Prozeßmodell (Teil 1)

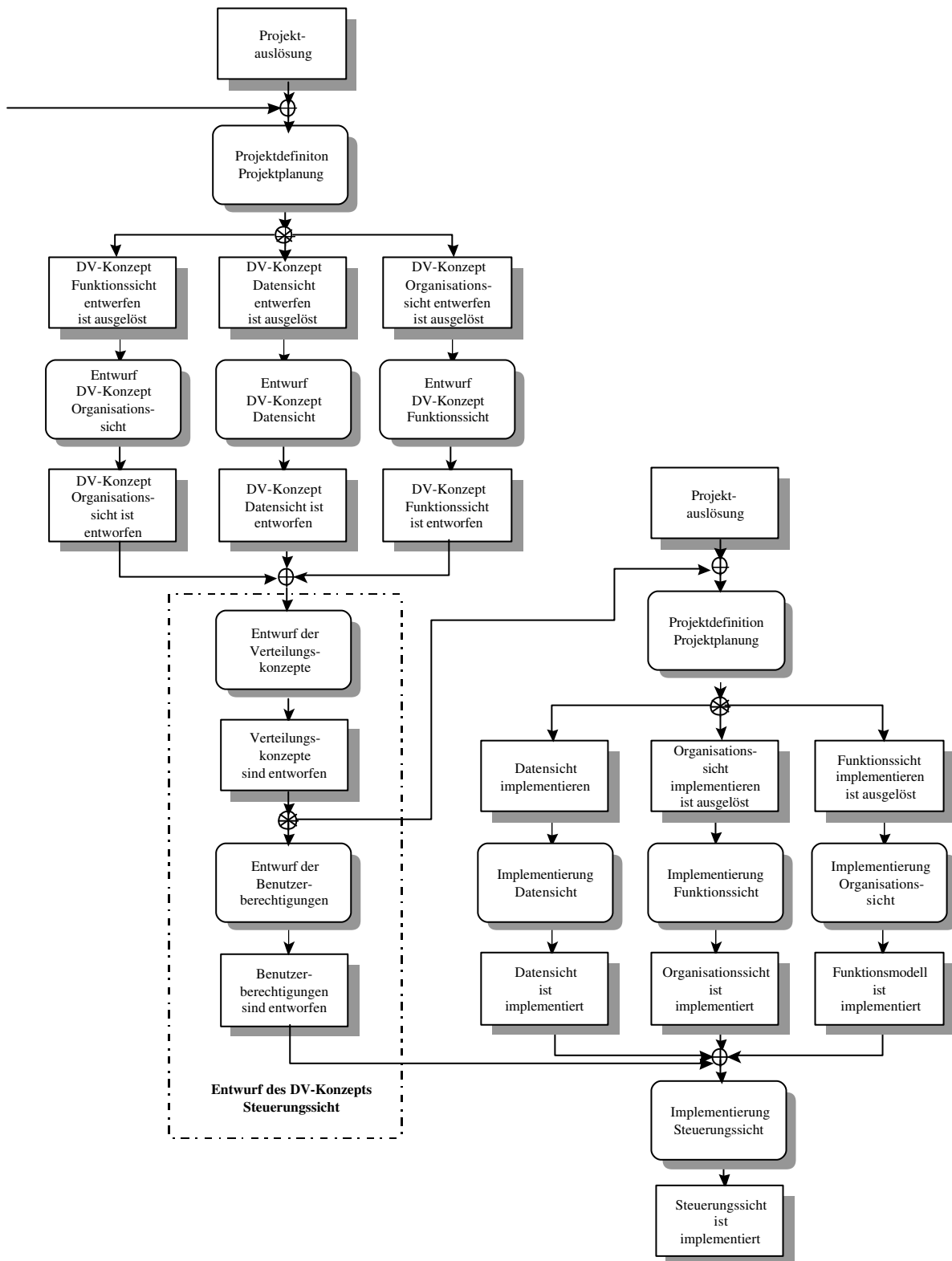


Abb. 5b: Meta-Prozeßmodell (Teil 2)

## 5 Hyperbasiertes Repository

Das betriebswirtschaftliche Konzept eines integrierten Informationssystems ist aufgrund der hohen Komplexität für einen Anwender nur durch Nutzung von integrierten Informationsmodellen zugänglich. Hierbei kommt semantischen Prozeßmodellen eine besondere Bedeutung zu, da Sie die Ablauflogik eines Informationssystems offenlegen. Sie eignen sich aufgrund ihrer graphischen Beschreibungssprache in besonderem Maße zur transparenten Dokumentation betriebswirtschaftlich relevanter Tatbestände. Um die Komplexität des abzubildenden Sachverhaltes zu beherrschen und die Konsistenz innerhalb und zwischen den Teilmodellen sicherzustellen, können computergestützte Modellierungswerkzeuge eingesetzt werden. Zielsetzung solcher Meta-Informationssysteme ist, die gewonnenen Informationen über primär statische Strukturen (Funktions-, Daten- und Organisationsmodelle) und das dynamische Verhalten (Prozeßmodelle) eines Informationssystems abzubilden.

Im Rahmen von CASE (Computer Aided Software Engineering) sind hierbei eine Vielzahl von Modellierungswerkzeugen entwickelt worden, welche alle jedoch nur bedingt den Anforderungen einer integrierten Informationsmodellierung genügen. Insbesondere der Gestaltung **benutzerfreundlicher "front ends"** zur Dokumentation der Fachinhalte wurde bisher kaum Beachtung geschenkt. Mit der Verfügbarkeit von Werkzeugen zur Gestaltung **hyperbasierter Anwendungen**<sup>23</sup> bieten sich Möglichkeiten, die bisher unterrepräsentierten Funktionen der integrierten Dokumentation und Darstellung von Informationsmodellen umzusetzen. Ein solches integriertes Dokumentationssystem kann auch als **"hyperbasiertes Meta-Informationssystem"** oder **"hyperbasiertes Repository"**<sup>24</sup> bezeichnet werden. Mit einem "hyperbasierten Repository" werden folgende Zielsetzungen verfolgt:

- ❑ Erhöhte Verfügbarkeit der Informationsmodelle durch schnellen und koordinierten Zugriff für die Systementwicklung,
- ❑ Marketingunterstützungssystem im Sinne einer transparenten Darstellung der Integrationspotentiale eines Informationssystems,
- ❑ Interaktives Tutorial als fester Bestandteil einer Schulungs- und Einführungsunterstützung.

Um eine anwendungsübergreifende Dokumentation zu unterstützen, folgt dieses Dokumentationssystem der ARIS-Architektur. Während konventionelle Dictionary-Systeme nur eine maskenorientierte alphanumerische Darstellung der Meta-Struktur unterstützen, verfügt das

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<sup>23</sup> Vgl. zu Gestaltungsaspekten und dem Stand der Forschung: Nüttgens, M.; Keller, G.; Scheer, A.-W.; Stehle, S.: Konzeption hyperbasierter Informationssysteme, in: Scheer, A.-W. (Hrsg.): Veröffentlichungen des Instituts für Wirtschaftsinformatik, Heft 87, Saarbrücken 1991.

<sup>24</sup> Vgl. Nüttgens, M.; Keller, G.; Scheer, A.-W.; Stehle, S.: Konzeption hyperbasierter Informationssysteme, in: Scheer, A.-W. (Hrsg.): Veröffentlichungen des Instituts für Wirtschaftsinformatik, Heft 87, Saarbrücken 1991, S. 24-26.

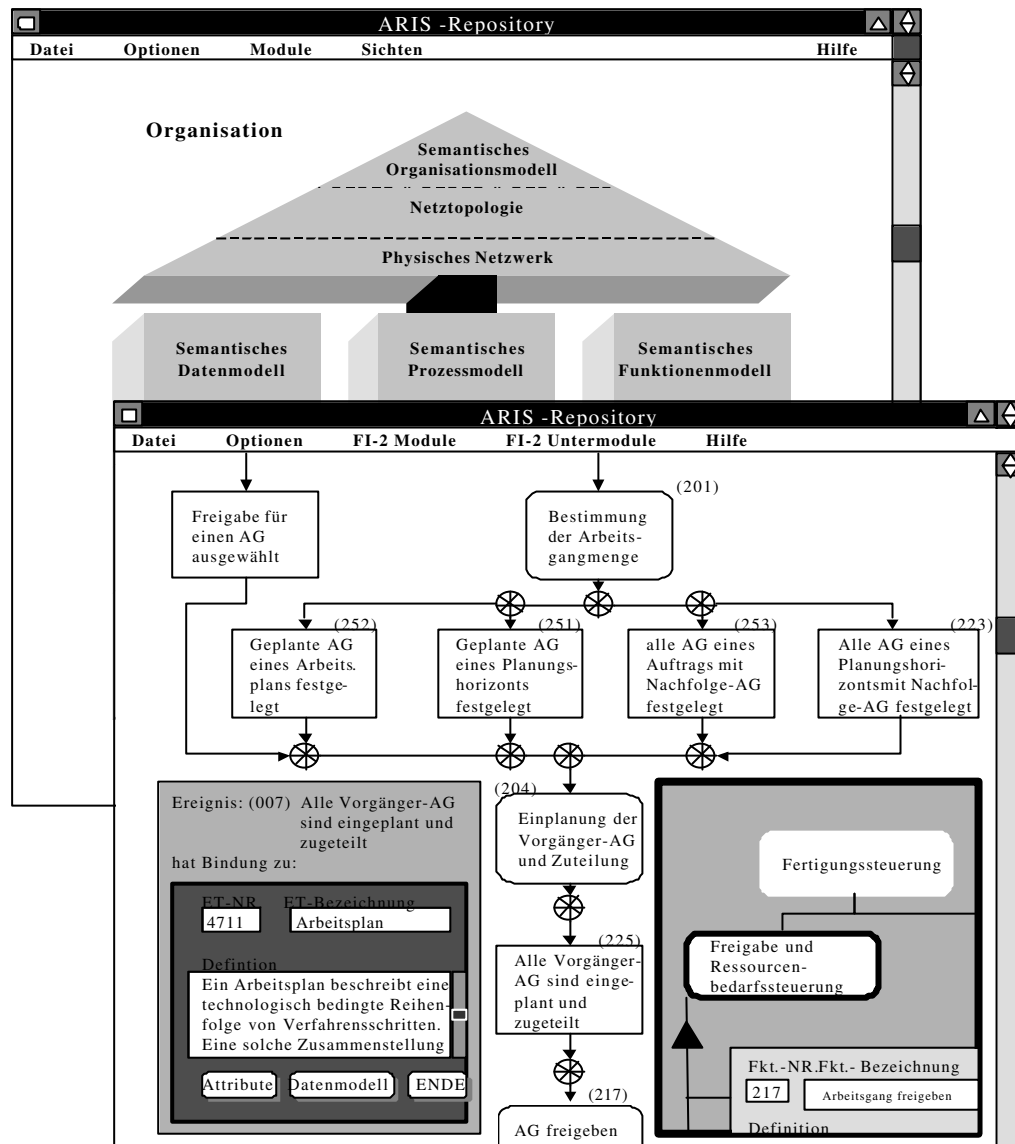
"ARIS-Repository" über ein **hyperbasiertes Navigationssystem mit objektorientierter Benutzerschnittstelle**. Es unterstützt den Anwender beim zielgerichteten Navigieren durch die jeweiligen Beschreibungssichten und -ebenen unter einer durchgängigen Zugriffsstruktur und ermöglicht ein **freies Referenzieren** innerhalb der "Meta-Daten" über logische Beziehungen. Die zugrundeliegenden methodischen Grundlagen und Konstrukte sind in einem elektronischen Methodenhandbuch niedergelegt.

Durch die lockere Kopplung von datenbankgestütztem Repository und hyperbasierter Benutzerschnittstelle ist das System sowohl zur Übernahme von Daten aus aktiven CASE-Tools als auch zur Online-Dokumentation geeignet. Hierbei werden in einem ersten Schritt die Daten mittels entsprechenden Dateneingabemasken bzw. Schnittstellen im Repository erfaßt und dann um die entsprechenden Navigationsstrukturen ergänzt.

Der größte Vorteil des Navigationssystems ist die Möglichkeit, Informationen anhand **semantischer Kriterien** zu verknüpfen. Dies ermöglicht nichtlineare, semantische Informationsnetze, die Integration von unstrukturierten, qualitativen Informationen, den benutzerfreundlichen, navigierenden Informationszugriff und die Integration verschiedenartiger Anwendungen. Weiterer Vorteil ist die Multimedialität. Sie eröffnet neue Gestaltungsmöglichkeiten für eine ansprechende, informative Benutzeroberfläche. Die Trennung von strukturierbaren und nicht-strukturierbaren Daten und ihre getrennte Speicherung und Verarbeitung in datenbankgestützten bzw. rein hypermedialen Knoten stellt eine wesentliche Erweiterung konventioneller Dictionary-Systeme dar. Die Zusammenfügung der relevanten Informationen findet erst an der Benutzeroberfläche statt.

Dies bietet drei Vorteile:

- ❑ Erstens eignen sich hyperbasierte Informationssysteme in besonderem Maße zur Verarbeitung von Informationen, die nur geringe oder keine formalen Strukturen aufweisen, anhand derer sie geordnet und wiedergefunden werden könnten.
- ❑ Zweitens hat die assoziative Informationsverarbeitung ihre Analogie im menschlichen Gedächtnis. Die informellen, kontextabhängigen Speicher- und Abrufmechanismen sind daher intuitiv erfaßbar und machen Hypermedia für Endanwender mit geringen Computer-Kenntnissen schnell nutzbar. Aber auch geübte Anwender profitieren von der Möglichkeit informelles Wissen über semantische Zusammenhänge schnell aufzufinden.
- ❑ Drittens läßt sich ein semantisches Netz jederzeit erweitern und anpassen ohne die Gefahr, logische Strukturen zu verfälschen, wie dies zum Beispiel bei hierarchisch gegliederten Informationen der Fall sein kann. Vorhandene Wissensnetze können so individuellen Benutzeranforderungen angepaßt oder um neue Erkenntnisse erweitert werden.

Abb. 6: Benutzeroberfläche eines hyperbasierten Repositories<sup>25</sup>

<sup>25</sup> Nüttgens, M.; Keller, G.; Scheer, A.-W.; Stehle, S.: Konzeption hyperbasierter Informationssysteme, in: Scheer, A.-W. (Hrsg.): Veröffentlichungen des Instituts für Wirtschaftsinformatik, Heft 87, Saarbrücken 1991, S. 26.



## 6 Literaturverzeichnis

Daenzer, W. F.: Systems Engineering, 5. Auflage, Köln 1986.

Eichhorn, W.: Modelle und Theorien der Wirtschaftswissenschaften, in: Raffee, H.; Abel, B. (Hrsg.): Wissenschaftstheoretische Grundfragen der Wirtschaftswissenschaften, München 1979, S. 60-104.

Grochla, E.; Lehmann, H.: Systemtheorie und Organisation, in: Grochla, E. (Hrsg.): Handwörterbuch der Organisation, Stuttgart 1980, Sp. 2204-2216.

Kargl, H.: Fachentwurf für DV-Anwendungssysteme, 2. Auflage, München-Wien 1990.

Keller, G.; Kirsch, J.; Nüttgens, M.; Scheer, A.-W.: Informationsmodellierung in der Fertigungssteuerung, in: Scheer, A.-W. (Hrsg.): Veröffentlichungen des Instituts für Wirtschaftsinformatik, Heft 80, Saarbrücken 1991.

Nüttgens, M.; Keller, G.; Scheer, A.-W.; Stehle, S.: Konzeption hyperbasierter Informationssysteme, in: Scheer, A.-W. (Hrsg.): Veröffentlichungen des Instituts für Wirtschaftsinformatik, Heft 87, Saarbrücken 1991.

Scheer, A.-W.: Wirtschaftsinformatik - Informationssysteme im Industriebetrieb, 3. Auflage, Berlin et al. 1990.

Scheer, A.-W.: EDV-orientierte Betriebswirtschaftslehre - Grundlagen für ein effizientes Informationsmanagement, 4. Auflage; Berlin et al. 1990.

Scheer, A.-W.: Architektur integrierter Informationssysteme - Grundlagen der Unternehmensmodellierung, Berlin et al. 1991.

Scheer, A.-W.; Spang, S.: Enterprise Modelling - The Key to Integration, in: ISATA (Hrsg.): Proceedings of the 23rd ISATA, Wien 1990, S. 15-23.

Spang, S.: Ein integrierter Ansatz zur Unternehmensmodellierung, in: Scheibl, H.-J. (Hrsg.): Software-Entwicklungs-Systeme und -Werkzeuge, Esslingen 1991, S. 3.2.1-3.2.15.

Ulrich, H.: Eine systemtheoretische Perspektive der Unternehmensorganisation, in: Seidel, E.; Wagner, D. (Hrsg.): Organisation - Evolutionäre Interdependenzen von Kultur und Struktur der Unternehmung, Wiesbaden 1989, S. 13-26.

Wiborny, W.: Datenmodellierung - CASE - Datenmanagement, Bonn-München 1991.

Wittmann, W.: Unternehmung und unvollkommene Information - Unternehmerische Voraussicht, Ungewißheit und Planung, Köln 1959.

Wollnik, M.: Systemtheoretische Ansätze, in: Kieser, A.; Kubicek, H. (Hrsg.): Organisations-theorien II - Kritische Analyse neuerer sozialwissenschaftlicher Ansätze, Stuttgart et al. 1978, S. 77-104.

## IBAN, die Schreckliche

Die neuen Kontonummern sind lang, aber ein preiswertes Gehirntraining.

VON Marcus Rohwetter | 22. Dezember 2010 - 07:00 Uhr

Von 2013 an soll es europaweit einheitliche Kontonummern geben, fordert die Europäische Union. Die *International Bank Account Numbers* – kurz IBAN genannt – sollen grenzüberschreitende Überweisungen erleichtern, aber fortan auch für nationale Geldtransfers gelten. Bisherige, meist 7-stellige Kontonummern werden durch 22-stellige ersetzt. Beispielsweise so: DE30300500000004061313, die beiden Buchstaben vorn stehen dabei für Deutschland.

Als die Pläne in der vergangenen Woche bekannt wurden, ging prompt ein Aufschrei durchs Land: Wer soll sich das merken? Früher war alles besser! Nun, besser waren die Kontonummern früher nicht, bloß kürzer. Dafür aber weniger sicher: Ein Zahlendreher auf dem Überweisungsformular, und sofern das Konto existierte, war das Geld weg. Die IBAN enthält eine Prüfziffer, die aus den übrigen Zahlen berechnet wird. Bei Zahlendrehern verweigert das System fortan die Überweisung.

Zugegeben: Vielleicht hätten es ein paar Ziffern weniger auch getan. Gleichwohl ist das Gejammer wegen der angeblich gefährlichen Unübersichtlichkeit der neuen Kontonummern (»IBAN, die Schreckliche«) übertrieben. Als 1993 die fünfstelligen Postleitzahlen eingeführt wurde, blieb das befürchtete Chaos aus. Auch die Einführung des Euro brachte neue Zahlen, ließ das Land aber nicht in Anarchie versinken. Und schließlich können sich die Deutschen zusätzlich zur Festnetznummer ja auch die fürs Handy merken – ganz abgesehen von allerlei Log-in-Daten und Passwörtern für Onlineshops und Soziale Netzwerke. Es gibt also gute Gründe, der Ankunft von IBAN der Schrecklichen mit Gelassenheit entgegenzusehen.

Wenn man darüber hinaus bedenkt, dass *Dr. Kawashimas Gehirn-Jogging* zu den beliebtesten Videospielen gehört, scheinen Zigtausende Gehirne im Land noch immer nicht ausgelastet zu sein. Gut, dass es mit IBAN bald eine weitere und zudem deutlich preiswertere Trainingsalternative gibt.

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ADRESSE: <http://www.zeit.de/2010/52/F-Kolumne-Kontonummer>

REFORM DES ZAHLUNGSVERKEHRS

23.04.2013, 06:28 Uhr

# IBAN, die Schreckliche

von Katharina Schneider

Der Countdown läuft: In wenigen Monaten werden die nationalen Überweisungen und Lastschriften in der Europäischen Union durch ein neues Verfahren ersetzt. Womit Bankkunden und Unternehmer rechnen müssen.



Die neue Kontonummer IBAN ist nur eine Folge der Sepa-Umstellung.

Quelle: dpa

**Düsseldorf.** Sepa? Das ist doch die Sache mit der langen Kontonummer! Ja, aber dahinter steckt noch mehr. In gut neun Monaten werden nationale Überweisungen und Lastschriften in der EU und einigen weiteren Staaten endgültig auf das einheitliche Sepa-Verfahren umgestellt.

Das funktioniert jedoch nicht automatisch, neben den Banken müssen sich insbesondere Unternehmen darauf vorbereiten. Doch immer neue Studien warnen, dass viele Firmen Sepa nicht ernst genug nehmen und die Zeit knapp wird. Handelsblatt Online zeigt, was Unternehmen und Verbraucher tun müssen und erklärt, ob es wirklich Grund zur Panik gibt.

## Sepa-Checkliste

[Alles anzeigen](#)

Vorbereitungen für die Umstellung
Sepa-Verantwortlicher
Auslandskonten
Meldepflicht
IT-Systeme prüfen
Tests
Unterstützung
Datenvolumen
Verwendungszweck

Sepa, den einheitlichen Euro-Zahlungsverkehrsraum, gibt es eigentlich schon seit fünf Jahren. Doch praktische Auswirkungen sind bislang kaum zu spüren. In die Schlagzeilen schaffte es hauptsächlich die neue europaweit einheitliche Kontonummer IBAN. Diese wurde wegen ihrer 22 Ziffern zwischenzeitlich gerne als „IBAN, die Schreckliche“ verschrien. Sie setzt sich aus der bisherigen Kontonummer, der Bankleitzahl und zwei Prüfziffern zusammen. Neu ist auch die internationale Bankleitzahl BIC, die jedoch nur in einer Übergangsphase genutzt wird.

Für Verbraucher ändert sich mit der Umstellung zum 1. Februar 2014 nicht viel. Die Banken sind gut vorbereitet, beim Zahlungsverkehr dürfte es nach Meinung von Experten also keine Probleme geben.

Verbraucher müssen ab dann lediglich die neuen Kontonummern verwenden. Diese kamen bisher meist nur bei Transfers auf ausländische Konten zum Einsatz. Für Unternehmen, Behörden und Vereine wird es komplizierter: Zwar dürfte die Sepa-Überweisung auch ihnen kaum Probleme bereiten. Doch die Sepa-Lastschrift erfordert einige Vorbereitungen.

## Hintergründe zu Sepa

Alles anzeigen

Welches Ziel hat Sepa?
Seit wann gibt es Sepa?
In welchen Ländern gilt Sepa?
In welcher Währung sind Sepa-Zahlungen möglich?
Was verbirgt sich hinter der IBAN?
Wozu dient der BIC?
Wann muss ich auf Sepa umsteigen?
Welche Sonderrechte haben Verbraucher?
Wo müssen Kunden ein Konto führen?
Was ändert sich bei der Bankkarte?
Quelle

„Die Sepa-Basis-Lastschrift folgt einer anderen Logik als die bisher in Deutschland verwendete Lastschrift im Einzugsermächtigungsverfahren“, sagt Christian Bruck, Partner bei der Unternehmensberatung BearingPoint. Aktuell funktioniert die Lastschrift so: Der Gläubiger reicht sie bei seiner Bank ein. Der Gegenwert wird seinem Konto gutgeschrieben, die Lastschrift wird an die Bank des Zahlungspflichtigen weitergeleitet und das Konto des Zahlungspflichtigen am gleichen Tag belastet.

Die Sepa-Basis-Lastschrift hingegen muss bei einer ersten oder einmaligen Lastschrift mindestens fünf Bankarbeitstage vor Fälligkeit bei der Zahlstelle vorliegen. Bei einer Folgelastschrift sind es zwei Tage. Außerdem muss dem Zahlenden mindestens 14 Kalendertage vor Fälligkeit eine Information (Pre-Notification) über den Einzugsbetrag und das Einzugsdatum zugesendet werden. „Das ist insbesondere für Unternehmen, die monatlich wechselnde Beträge einziehen, eine Herausforderung. Über Anpassungen in ihren Geschäftsbedingungen können Unternehmen die Vorlagefrist allerdings verkürzen“, sagt Bruck.

## Ohne Unterschrift geht nichts mehr.

Doch es gibt noch mehr Änderungen: Wer per Sepa-Lastschrift Geld einziehen will, braucht zunächst eine Gläubiger-Identifikationsnummer. Diese ID kann bei der Bundesbank beantragt werden. Daneben muss ein unterschriebenes Sepa-Mandat des Zahlenden vorliegen, praktisch der Ersatz für die bisherige Einzugsermächtigung. Nötig ist das sowohl für die Sepa-Basis- als auch für die Sepa-Firmenlastschrift. Jedem Sepa-Mandat wird eine sogenannte Mandatsreferenz zugewiesen. Diese muss innerhalb eines Unternehmens eindeutig sein und könnte zum Beispiel aus der Kundennummer bestehen. „Um Sepa-Mandate zu verwalten, müssen Unternehmen eine neue Softwarekomponente in ihre Systemlandschaft integrieren“, erklärt Bruck.

## Die Sepa-Lastschrift

Alles anzeigen

Was ist die Gläubigerreferenz?
Für Deutschland übernimmt die Deutsche Bundesbank die Ausgabe der Gläubiger-Identifikationsnummer in Abstimmung mit der Deutschen Kreditwirtschaft (DK).
Welche Lastschrift-Typen gibt es?
Wie lange kann man die Lastschrift zurückgeben?
Was ist ein Lastschriftmandat?
Was ist die Mandatsreferenz?
Sind immer neue Lastschriftmandate nötig?
Quelle

Protestiert hat gegen die Mandate vor allem der Online-Handel, denn beim Internetshopping werden in der Regel keine Unterschriften geleistet. „Eigentlich bräuchten sie diese Unterschrift sogar heute schon“, sagt Sebastian Schütz vom Deutschen Industrie- und Handelskammertag (DIHK). Von Verbrauchern, Unternehmen und Banken werde aber bislang stillschweigend eine Lastschrift ohne Unterschrift akzeptiert.

Künftig geht ohne Unterschrift nichts mehr. „Wer noch keine schriftlichen Einzugsermächtigungen hat, sollte seine Kunden bald anschreiben und das Mandat einholen“, sagt Schütz. Vordrucke für ein solches Schreiben gibt es unter anderem bei der Deutschen Kreditwirtschaft. Ähnliche Sorgen treiben auch

Spendenorganisationen um, da Online-Spenden für sie an Bedeutung gewinnen und überwiegend per Lastschrift eingezogen werden.

Einfacher haben es dagegen Unternehmen und sonstige Geschäftstreibende, denen bereits eine schriftliche Einzugsermächtigung vorliegt. Dank einer Änderung in den Geschäftsbedingungen der Zahlungsdienstleister zum 9. Juli 2012 können die einmal erteilten Einzugsermächtigungen auch für den Einzug von SEPA-Basislastschriften genutzt werden.



CLUB ZUR UNTERWANDERUNG DES WIRTSCHAFTLICHEN SACHVERSTANDS

### Finger weg vom schmutzigen Bargeld!

Ist es Unwissenheit? Oder purer Leichtsinn? Noch immer bezahlen die Deutschen einen Großteil ihrer Einkäufe mit Bargeld. Über die gesundheitlichen Gefahren klärt jetzt ein großes Unternehmen auf – nicht ohne Eigennutz.

Eine der Studien, die zuletzt Einblick in die Vorbereitungen der Unternehmen gab, kommt vom Ibi-Forschungsinstitut der Uni Regensburg. Befragt wurden dabei 955 Unternehmen, Vereine und Behörden: Viele wissen noch wenig über Sepa. So gaben 26 Prozent der Befragten an, nur relativ vage Vorstellungen zu haben, was Sepa ist und sechs Prozent haben noch nie etwas davon gehört.

„Obwohl es bis zur Abschaffung der bestehenden nationalen Überweisungs- und Lastschriftverfahren nur noch relativ wenige Arbeitstage sind und die Zeit drängt, sehen viele Unternehmen und Vereine nur mittelfristigen Handlungsbedarf“, so das Ergebnis einer im Februar veröffentlichten Studie. Insgesamt gaben nur sieben Prozent der Befragten an, für Sepa gerüstet zu sein. Vor allem bei kleinen Unternehmen bestehe noch ein hoher Informationsbedarf. Die Nutzung der SEPA-Lastschrift ist bei den meisten Unternehmen ab dem zweiten Halbjahr 2013 geplant.

### „Das alte System funktioniert wunderbar“

Auch der Sepa-Migrationsplan, den die Bundesbank gemeinsam mit dem Deutschen Sepa-Rat veröffentlichte, zeigt enormen Handlungsbedarf: So lag der Anteil der Sepa- Lastschriften an allen Lastschriften in Euro im Euro-Raum im November 2012 bei gerade mal knapp über zwei Prozent. Zudem wurden bis März 2013 gerade mal 284.500 Gläubigeridentifikationsnummern vergeben – bei deutschlandweit 3,6 Millionen Unternehmen und 500.000 eingetragenen Vereinen.

„Mit dem Thema Zahlungsverkehr haben sich viele deutsche Unternehmen bisher nicht beschäftigt, schließlich funktioniert das alte System wunderbar“, sagt Schütz. Doch obwohl viele Unternehmen noch nicht ausreichend informiert sind, warnt Schütz vor Panikmache. Es bleibe noch genug Zeit, sich zu kümmern.

### Sepa-Studie von Ibi

Alles anzeigen

Wie wurde gefragt?
Wer wurde befragt?
Wer hat die Befragung organisiert?

„Ich erwarte, dass der Großteil der Marktteilnehmer erst im Sommer oder Herbst die Testphase mit ihrer Bank starten“, sagt Bruck. Eine solche Phase sei nötig, denn mit den Sepa-Lastschriftverfahren bestehen neue Anforderungen an Fach- und IT-Prozesse. Den Zeitraum für eine solche Testphase sollten Unternehmen frühzeitig mit ihrer Bank absprechen, ansonsten kann es zu längeren Wartezeiten und kürzeren Testphasen kommen.

Am stärksten betroffen von der Umstellung sind beispielsweise Versicherungen, Versorger und Versandhändler, also all jene, die Geld von den Konten ihrer Kunden abbuchen. Für Unternehmen, die nicht rechtzeitig umstellen, könnte es im schlimmsten Fall zu einer vorübergehenden Zahlungsunfähigkeit beziehungsweise zu Liquiditätsproblemen inklusive Mahnungen kommen. „Ich warne davor, Sepa zu unterschätzen oder das neue Verfahren gar zu ignorieren“, sagt Bruck.



NEUES BEZAHLSYSTEM

### Im Internet einkaufen, mit Bargeld zahlen

Online einkaufen und die Rechnung in einer dm-Drogerie bar bezahlen. Das macht ab sofort das neue Bezahlungssystem "Barzahlen" möglich. Die Gründer haben große Pläne. Wem das nützt - und wo die Tücken liegen.

Neben diesen Herausforderungen hat Sepa für Unternehmen aber auch positive Auswirkungen: Es wird einfacher, Geld aus anderen Euro-Ländern einzuziehen, denn viele bilaterale Richtlinien für den Zahlungsverkehr fallen weg. Gemäß der Regensburger Studie nennen die Befragten kürzere Laufzeiten bei Überweisungen in andere europäische Länder und geringere Bankgebühren im Auslandszahlungsverkehr als wichtigste Vorteile.

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Realisierung und Hosting der Finanzmarktinformationen: **vwd Vereinigte Wirtschaftsdienste AG** | Verzögerung der Kursdaten: Deutsche Börse 15 Min., Nasdaq und NYSE 20 Min.

## 7.4.5 Muster der Inkassovereinbarung der Sparkassen für die SEPA-Basislastschrift



### Vereinbarung über den Einzug von Forderungen durch SEPA- Basis-Lastschriften SEPA-Basis-Lastschriftverfahren

Kreissparkasse Überall  
Kreditweg 1  
12345 Überall  
DE 123456789

IBAN bzw. Konto Nr. \_\_\_\_\_

zwischen

Gläubiger-Identifikationsnummer: \_\_\_\_\_

– nachstehend „Zahlungsempfänger“ genannt – und dem Zahlungsdienstleister des Zahlungsempfängers

Kreissparkasse Überall  
Kreditweg 1, 12345 Überall

– nachstehend „Institut“ genannt – wird folgende Vereinbarung getroffen:

#### 1. SEPA-Basis-Lastschriftverfahren – Begriffsbestimmung und wesentliche Merkmale

**1.1** Eine SEPA-Basis-Lastschrift ist ein vom Zahlungsempfänger ausgelöster Zahlungsvorgang zu Lasten des Kontos des Zahlers (nachstehend „Zahlungspflichtiger“ genannt) bei dessen Zahlungsdienstleister, bei dem die Höhe des jeweiligen Zahlungsbetrages vom Zahlungsempfänger angegeben wird.

**1.2** Das SEPA-Basis-Lastschriftverfahren richtet sich nach dem „SEPA Core Direct Debit Scheme Rulebook“ des European Payments Council (EPC) in der jeweils gültigen Version.<sup>1</sup>

Mit dem SEPA-Basis-Lastschriftverfahren kann ein Zahlungspflichtiger über seinen Zahlungsdienstleister an den Zahlungsempfänger Zahlungen in Euro innerhalb des Gebiets des einheitlichen Euro-Zahlungsverkehrsraums („Single Euro Payments Area“, SEPA) bewirken. Zu SEPA gehören die in der Anlage B genannten Staaten und Gebiete.

Für die Ausführung von Zahlungen mittels SEPA-Basis-Lastschriften muss der Zahlungspflichtige vor dem Zahlungsvorgang dem Zahlungsempfänger das SEPA-Lastschriftmandat erteilen (siehe Nummer 5). Der Zahlungsempfänger löst den jeweiligen Zahlungsvorgang aus, indem er über sein Institut dem Zahlungsdienstleister des Zahlungspflichtigen die Lastschriften vorlegt.

Der Zahlungspflichtige kann bei einer autorisierten Zahlung auf Grund einer SEPA-Basis-Lastschrift binnen einer Frist von acht Wochen ab dem Zeitpunkt der Belastungsbuchung auf seinem Konto von seinem Zahlungsdienstleister die Erstattung des belasteten Lastschriftbetrages ohne Angabe von Gründen verlangen. Dies führt zu einer Rückgängigmachung der Vorbehaltsgutschrift auf dem Konto des Zahlungsempfängers.

#### 2. Inkassoabrede

Der Zahlungsempfänger ist berechtigt, fällige Forderungen, für deren Geltendmachung die Vorlage einer Urkunde nicht erforderlich ist, durch Lastschriften im SEPA-Basis-Lastschriftverfahren einzuziehen. Der Zahlungsempfänger verpflichtet sich, Lastschriften nur dann zum Einzug einzureichen, wenn ihm hierzu das schriftliche und vom Zahlungspflichtigen unterzeichnete SEPA-Lastschriftmandat gemäß Nummer 5.1 vorliegt.

#### 3. Entgelte und Auslagen

**3.1** Für Lastschriften im SEPA-Basis-Lastschriftverfahren wird folgendes Entgelt erhoben:

- ☐ Das Institut berechnet die im „Preis- und Leistungsverzeichnis“ ausgewiesenen Entgelte.
- ☐ Abweichend vom „Preis- und Leistungsverzeichnis“ wird bei belegloser Auftragserteilung bzw. bei Auftragserteilung mit Datenträger
- je Datenträger ein Entgelt von Euro \_\_\_\_\_ und
- je Datei ein Entgelt von Euro \_\_\_\_\_ und
- je Lastschrift ein Entgelt von Euro \_\_\_\_\_ berechnet.

**3.2** Sofern es sich bei dem Zahlungsempfänger nicht um einen Verbraucher handelt, wird für jede nicht eingelöste bzw. wegen eines Erstattungsverlangens des Zahlungspflichtigen zurückzubelastende SEPA-Basis-Lastschrift ein Entgelt von \_\_\_\_\_ Euro berechnet. § 675f Abs. 4 Satz 2 (Entgelte für die Erfüllung von Nebenpflichten) des Bürgerlichen Gesetzbuches gilt nicht. Nummer 15.2 gilt entsprechend.

**3.3** Das Institut ist berechtigt, dem Zahlungsempfänger Auslagen in Rechnung zu stellen, die anfallen, wenn das Institut in seinem Auftrag oder mutmaßlichem Interesse tätig wird (insbesondere im Zusammenhang mit der Bearbeitung von Rücklastschriften).

**3.4** Das Institut ist berechtigt, die ihm zustehenden Entgelte sowie anfallende Auslagen von dem gutzuschreibenden Lastschriftbetrag abzuziehen.

#### 4. Kundenkennungen

Für das Verfahren hat der Zahlungsempfänger

- die ihm von dem Institut erteilte IBAN<sup>2</sup> und BIC<sup>3</sup> des Instituts als seine Kundenkennung sowie
- die ihm vom Zahlungspflichtigen mitgeteilte IBAN<sup>2</sup> und BIC<sup>3</sup> des Zahlungsdienstleisters des Zahlungspflichtigen als Kundenkennung des Zahlungspflichtigen zu verwenden.

Das Institut ist berechtigt, den Einzug der SEPA-Basis-Lastschriften ausschließlich auf der Grundlage der ihm übermittelten Kundenkennungen durchzuführen.

<sup>1</sup> Das „SEPA Core Direct Debit Scheme Rulebook“ kann auf der Webseite des European Payments Council unter [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu) eingesehen oder heruntergeladen werden.

<sup>2</sup> International Bank Account Number (Internationale Bankkontonummer)

<sup>3</sup> Bank Identifier Code (Bank-Identifizierungs-Code)



## 5. SEPA-Lastschriftmandat

**5.1** Der Zahlungsempfänger muss vor Einreichung von SEPA-Basis-Lastschriften vom Zahlungspflichtigen ein SEPA-Lastschriftmandat einholen. In dem SEPA-Lastschriftmandat müssen die folgenden Erklärungen des Zahlungspflichtigen enthalten sein:

- Ermächtigung des Zahlungsempfängers durch den Zahlungspflichtigen, Zahlungen vom Konto des Zahlungspflichtigen mittels SEPA-Basis-Lastschrift einzuziehen, und
- Weisung des Zahlungspflichtigen an seinen Zahlungsdienstleister, die vom Zahlungsempfänger auf das Konto des Zahlungspflichtigen gezogenen SEPA-Basis-Lastschriften einzulösen.

Für ein SEPA-Lastschriftmandat muss der als Anlage A.1, A.2 bzw. A.3 beigefügte Autorisierungstext oder ein inhaltsgleicher Text in einer Amtssprache der in Anlage B genannten Staaten und Gebiete gemäß den Vorgaben des EPC<sup>4</sup> verwendet werden.

Neben dem Autorisierungstext muss das SEPA-Lastschriftmandat folgende Mindestangaben enthalten:

- Name des Zahlungsempfängers
- Anschrift des Zahlungsempfängers
- die Gläubiger-Identifikationsnummer des Zahlungsempfängers (diese wird für in Deutschland ansässige Zahlungsempfänger von der Deutschen Bundesbank vergeben)<sup>5</sup>
- Name des Zahlungspflichtigen
- Anschrift des Zahlungspflichtigen
- Kundenkennung (IBAN<sup>2</sup> und BIC<sup>3</sup>) des Zahlungspflichtigen
- Kennzeichnung einer einmaligen Zahlung oder wiederkehrender Zahlungen
- Datum des SEPA-Lastschriftmandats
- Unterschrift des Zahlungspflichtigen

Die vom Zahlungsempfänger individuell vergebene Mandatsreferenz

- bezeichnet in Verbindung mit der Gläubiger-Identifikationsnummer das jeweilige Mandat eindeutig,
- ist bis zu 35 alphanumerische Stellen lang und
- kann bereits im Mandat enthalten sein oder muss dem Zahlungspflichtigen nachträglich bekannt gegeben werden.

Über die genannten Daten hinaus kann das SEPA-Lastschriftmandat zusätzliche Angaben enthalten.

**5.2** Der Zahlungsempfänger kann eine Einzugsermächtigung als SEPA-Lastschriftmandat nutzen.

(1) Dazu müssen die folgenden Voraussetzungen vorliegen:

- Der Zahlungspflichtige hat dem Zahlungsempfänger eine schriftliche<sup>6</sup> Einzugsermächtigung erteilt, mit der er den Zahlungsempfänger ermächtigt, Zahlungen von seinem Konto mittels Lastschrift einzuziehen.
- Der Zahlungspflichtige und dessen Zahlungsdienstleister haben vereinbart, dass
- der Zahlungspflichtige mit der Einzugsermächtigung zugleich seinen Zahlungsdienstleister anweist, die vom Zahlungsempfänger auf sein Konto gezogenen Lastschriften einzulösen, und
- diese Einzugsermächtigung als SEPA-Lastschriftmandat genutzt werden kann.

(2) Die Einzugsermächtigung muss folgende Autorisierungsdaten enthalten:

- Bezeichnung des Zahlungsempfängers,
- Bezeichnung des Zahlungspflichtigen,
- Kundenkennung nach Nummer 4 oder Kontonummer und Bankleitzahl des Zahlungspflichtigen.

Über die Autorisierungsdaten hinaus kann die Einzugsermächtigung zusätzliche Angaben enthalten.

(3) Vor dem ersten SEPA-Basis-Lastschrifteinzug hat der Zahlungsempfänger den Zahlungspflichtigen über den Wechsel vom Einzug per Einzugsermächtigungslastschrift auf den Einzug per SEPA-Basis-Lastschrift unter Angabe von Gläubiger-Identifikationsnummer und Mandatsreferenz **in Textform zu unterrichten**. Auf Nachfrage des Instituts hat der Zahlungsempfänger die Unterrichtung des Zahlungspflichtigen nach Satz 1 in geeigneter Weise nachzuweisen.

(4) Die erste SEPA-Basislastschrift, die nach dem Wechsel von der Einzugsermächtigungslastschrift erfolgt, ist als Erstlastschrift zu kennzeichnen. Im Datensatz der eingereichten Lastschriften ist als Datum der Unterschrift des Zahlungspflichtigen das Datum der Unterrichtung des Zahlungspflichtigen nach Absatz 3 anzugeben. Dieses darf frühestens der 9. Juli 2012 sein und muss mindestens fünf Geschäftstage vor dem Fälligkeitstag der ersten SEPA-Basis-Lastschrift liegen.

**5.3** Auf Anforderung hat der Zahlungsempfänger dem Institut innerhalb von sieben Geschäftstagen eine Kopie des SEPA-Lastschriftmandats oder auf besonderes Verlangen das Original des SEPA-Lastschriftmandats und gegebenenfalls weitere Informationen zu den eingereichten SEPA-Basis-Lastschriften zur Verfügung zu stellen.

**5.4** Der Zahlungsempfänger ist verpflichtet, das vom Zahlungspflichtigen erteilte SEPA-Lastschriftmandat – einschließlich erfolgter Änderungen – in der gesetzlich vorgeschriebenen Form aufzubewahren. Das SEPA-Lastschriftmandat ist unbefristet gültig, sofern seit dem letzten Einzug nicht mehr als 36 Monate vergangen sind. Nach Erlöschen des SEPA-Lastschriftmandats ist dieses im Original noch für einen Zeitraum von **min- destens 14 Monaten, gerechnet vom Fälligkeitsdatum** der letzten eingezogenen SEPA-Basis-Lastschrift, aufzubewahren.

**5.5** Widerruft ein Zahlungspflichtiger gegenüber dem Zahlungsempfänger ein SEPA-Lastschriftmandat, darf der Zahlungsempfänger keine weiteren SEPA-Basis-Lastschriften mehr auf Grundlage dieses SEPA-Lastschriftmandats einziehen.

**5.6** Erhält der Zahlungsempfänger eine SEPA-Basis-Lastschrift mit dem Rückgabegrund „no valid mandate“ zurück, teilt der Zahlungsdienstleister des Zahlungspflichtigen damit dem Zahlungsempfänger mit, dass der Zahlungspflichtige das dem Zahlungsempfänger erteilte SEPA-Lastschriftmandat widerrufen hat. Der Zahlungsempfänger darf dann keine weiteren SEPA-Basis-Lastschriften mehr auf Grundlage dieses SEPA-Lastschriftmandats einziehen.

## 6. Ankündigung des Lastschrifteinzugs

Der Zahlungsempfänger hat dem Zahlungspflichtigen spätestens 14 Kalendertage vor der Fälligkeit der ersten Zahlung mittels SEPA-Basis-Lastschrift den Lastschrifteinzug anzukündigen (z. B. im Rahmen der Rechnungsstellung); Zahlungsempfänger und Zahlungspflichtiger können auch eine andere Frist vereinbaren. Bei wiederkehrenden Lastschriften mit gleichen bzw. feststehenden Lastschriftbeträgen genügen eine einmalige Unterrichtung des Zahlungspflichtigen vor dem ersten Lastschrifteinzug und die Angabe der Fälligkeitstermine.

## 7. Einreichung der SEPA-Basis-Lastschriften

**7.1** Das vom Zahlungspflichtigen erteilte SEPA-Lastschriftmandat verbleibt beim Zahlungsempfänger. Dieser übernimmt die Autorisierungsdaten und etwaige zusätzliche Angaben in den Datensatz zur Einziehung von SEPA-Basis-Lastschriften. Der jeweilige Lastschriftbetrag und der Fälligkeitstag der Lastschriftzahlung werden vom Zahlungsempfänger angegeben.

<sup>4</sup> siehe hierzu unter: [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu)

<sup>5</sup> siehe hierzu unter: <http://gläubiger-id.bundesbank.de>

<sup>6</sup> Telefonisch oder per Internet erteilte Einzugsermächtigungen sind nicht SEPA-fähig.

**7.2** Der Zahlungsempfänger übermittelt elektronisch den Datensatz zur Einziehung der SEPA-Basis-Lastschrift unter Beachtung der vereinbarten Einreichungsfristen an das Institut. Hierfür gelten die Bedingungen für die Datenfernübertragung und das Online-Banking. Die SEPA-Basis-Lastschrift ist wie folgt zu kennzeichnen: „CORE“ im Element „Code“ der Elementgruppe „Local Instrument“. Der Zahlungsdienstleister des Zahlungspflichtigen ist berechtigt, die SEPA-Basis-Lastschrift nach der Kennzeichnung zu bearbeiten.

**7.3** Regelmäßig einzuziehende Kleinstbeträge sollten zu viertel- oder halbjährlichem Einzug zusammengezogen werden, so dass sich nach Möglichkeit ein Einzugsbetrag von mindestens 5 Euro je SEPA-Basis-Lastschrift ergibt.

**7.4** Der im Datensatz anzugebende Fälligkeitstag muss ein Geschäftstag des Instituts sein. Fällt der im Datensatz vom Zahlungsempfänger angegebene Fälligkeitstag auf keinen Geschäftstag des Instituts, so gilt der folgende Geschäftstag als Fälligkeitstag. Die Geschäftstage des Instituts ergeben sich aus dem „Preis- und Leistungsverzeichnis“.

**7.5** Reicht der Zahlungsempfänger zu einem SEPA-Lastschriftmandat in einem Zeitraum von 36 Monaten (gerechnet vom Fälligkeitsdatum der zuletzt vorgelegten SEPA-Basis-Lastschrift) keine SEPA-Basis-Lastschrift ein, hat er Lastschrifteinzüge auf Basis dieses Mandats zu unterlassen und ist verpflichtet, ein neues SEPA-Lastschriftmandat einzuholen, wenn er zukünftig SEPA-Basis-Lastschriften von dem Zahlungspflichtigen einziehen möchte. Das Institut und der Zahlungsdienstleister des Zahlungspflichtigen sind nicht verpflichtet, die Einhaltung der Maßnahmen in Satz 1 zu prüfen.

**7.6** Das Institut wird die rechtzeitig und ordnungsgemäß eingereichte SEPA-Basis-Lastschrift so an den Zahlungsdienstleister des Zahlungspflichtigen übermitteln, dass die Verrechnung an dem im Lastschriftdatensatz enthaltenen Fälligkeitstag ermöglicht wird.

## 8. Einreichungsfristen

Bei der Einreichung von SEPA-Basis-Lastschriften sind bestimmte Einreichungsfristen vor dem Fälligkeitstermin zwingend zu beachten. Es wird Folgendes vereinbart:

- ☐ Es gelten die im Preis- und Leistungsverzeichnis hinterlegten Einreichungsfristen.
- ☐ Es gelten die folgenden Einreichungsfristen:

bei Erst- und Einmal-lastschriften	frühestens _____ Kalendertage und spätestens _____ Geschäftstage bis _____ Uhr vor Fälligkeit der SEPA-Basis-Lastschrift <sup>7</sup>
bei Folgelastschriften	frühestens _____ Kalendertage und spätestens _____ Geschäftstage bis _____ Uhr vor Fälligkeit der SEPA-Basis-Lastschrift <sup>8</sup>

Die Geschäftstage sind im „Preis- und Leistungsverzeichnis“ bestimmt.

## 9. Lastschrifteinzug und Ausführung des Zahlungsvorgangs

**9.1** Bei SEPA-Basis-Lastschriften können die Lastschriftdaten über das Nachrichtenübermittlungssystem der Society for Worldwide Interbank Financial Telecommunication (SWIFT) mit Sitz in Belgien und Rechenzentren in der Europäischen Union und in der Schweiz von dem Institut an den Zahlungsdienstleister des Zahlungspflichtigen weitergeleitet werden.

**9.2** Der Zahlungsdienstleister des Zahlungspflichtigen leitet den von ihm dem Konto des Zahlungspflichtigen aufgrund der SEPA-Basis-Lastschrift belasteten Lastschriftbetrag dem Institut des Zahlungsempfängers zu.

**9.3** Teileinlösungen werden im SEPA-Basis-Lastschriftverfahren nicht vorgenommen.

**9.4** Lastschrifteinzugsbeträge werden dem Konto des Zahlungsempfängers mit „Eingang vorbehalten“ (Vorbehaltsgutschrift) gutgeschrieben.

## 10. Rücklastschriften

**10.1** Bei einer vom Zahlungsdienstleister des Zahlungspflichtigen nicht eingelösten oder wegen des Erstattungsverlangens des Zahlungspflichtigen zurückgegebenen SEPA-Basis-Lastschrift macht das Institut die Vorbehaltsgutschrift rückgängig. Dies geschieht unabhängig davon, ob in der Zwischenzeit ein Rechnungsabschluss erteilt wurde.

**10.2** SEPA-Basis-Lastschriften, die zurückbelastet worden sind, dürfen nicht erneut zum Einzug eingereicht werden.

## 11. Unterrichtung

**11.1** Das Institut unterrichtet den Zahlungsempfänger mindestens einmal monatlich über die Ausführung von Lastschriftinkassoaufrägen im SEPA-Basis-Lastschriftverfahren und Rücklastschriften auf dem für Kontoinformationen vereinbarten Weg.

**11.2** Abweichend von 11.1 wird mit Zahlungsempfängern, die keine Verbraucher sind, hinsichtlich der Häufigkeit und/oder der Form und/oder des Verfahrens der Unterrichtung Folgendes vereinbart:

**11.3** Ergänzend zu Nummer 11.2 werden bei Zahlungsempfängern, die keine Verbraucher sind, bei Sammelgutschriften von SEPA-Basis-Lastschrifteinzügen nicht die einzelnen Zahlungsvorgänge ausgewiesen, sondern nur der Gesamtbetrag der einzuziehenden Forderungen.

## 12. Erstattungsansprüche des Zahlungsempfängers

**12.1** Der Zahlungsempfänger hat das Institut unverzüglich nach Feststellung fehlerhaft ausgeführter SEPA-Basis-Lastschrifteinzüge zu unterrichten.

**12.2** Im Falle eines nicht erfolgten oder fehlerhaften Einzugs einer SEPA-Basis-Lastschrift kann der Zahlungsempfänger verlangen, dass das Institut diese unverzüglich, gegebenenfalls erneut, an den Zahlungsdienstleister des Zahlungspflichtigen übermittelt.

**12.3** Der Zahlungsempfänger kann über Nummer 12.2 hinaus von dem Institut die Erstattung derjenigen Entgelte und Zinsen insoweit verlangen, als ihm diese im Zusammenhang mit dem nicht erfolgten oder fehlerhaften Einzug einer SEPA-Basis-Lastschrift in Rechnung gestellt oder auf seinem Konto belastet wurden.

## 13. Schadensersatzansprüche des Zahlungsempfängers

**13.1** Bei nicht erfolgter oder fehlerhafter Ausführung eines SEPA-Basis-Lastschriftinkassoauftrages kann der Zahlungsempfänger von dem Institut den Ersatz des hierdurch entstandenen Schadens verlangen. Dies gilt nicht, wenn das Institut die Pflichtverletzung nicht zu vertreten hat. Hat der Zahlungsempfänger durch ein schuldhaftes Verhalten zu der Entstehung eines Schadens beigetragen, bestimmt sich nach den Grundsätzen des Mitverschuldens, in welchem Umfang das Institut und der Zahlungsempfänger den Schaden zu tragen haben.

<sup>7</sup> mindestens 5 Geschäftstage + eigene Bearbeitungszeit vor Fälligkeit der Lastschrift

<sup>8</sup> mindestens 2 Geschäftstage + eigene Bearbeitungszeit vor Fälligkeit der Lastschrift

**13.2** Soweit es sich bei dem Zahlungsempfänger nicht um einen Verbraucher handelt, ist die Haftung des Instituts für Schäden der Höhe nach auf den Lastschriftbetrag begrenzt. Soweit es sich hierbei um Folgeschäden handelt, ist die Haftung zusätzlich auf höchstens 12.500 Euro je Lastschrift begrenzt. Diese Haftungsbeschränkungen gelten nicht für Vorsatz oder grobe Fahrlässigkeit des Instituts und für Gefahren, die das Institut besonders übernommen hat.

#### 14. Haftungs- und Einwendungsausschluss

Ansprüche des Zahlungsempfängers nach den Nummern 12.2 und 12.3 sowie Einwendungen des Zahlungsempfängers gegen das Institut aufgrund nicht oder fehlerhaft ausgeführter Inkassoaufträge sind ausgeschlossen, wenn der Zahlungsempfänger das Institut nicht spätestens 13 Monate nach dem Tag der Buchung mit einem fehlerhaft ausgeführten Inkassovorgang hiervon unterrichtet hat. Der Lauf der Frist beginnt nur, wenn das Institut den Zahlungsempfänger entsprechend dem für Kontoinformationen vereinbarten Weg spätestens innerhalb eines Monats nach der Buchung unterrichtet hat; anderenfalls ist für den Fristbeginn der Tag der Unterrichtung maßgeblich.

#### 15. Änderungen dieser Vereinbarung

**15.1** Änderungen dieser Vereinbarung insbesondere der Entgelte gemäß Nummer 3 werden dem Zahlungsempfänger spätestens zwei Monate vor dem Zeitpunkt ihres Wirksamwerdens in Textform angeboten. Hat der Zahlungsempfänger mit dem Institut im Rahmen der Geschäftsbeziehung einen elektronischen Kommunikationsweg vereinbart, können die Änderungen auch auf diesem Wege angeboten werden. Die Zustimmung des Zahlungsempfängers gilt als erteilt, wenn er seine Ablehnung nicht vor dem vorgeschlagenen Zeitpunkt des Wirksamwerdens der Änderungen angezeigt hat. Auf diese Genehmigungswirkung wird ihn das Institut in seinem Angebot besonders hinweisen.

Werden dem Zahlungsempfänger Änderungen der Entgelte angeboten, kann er diese Geschäftsbeziehung vor dem vorgeschlagenen Zeitpunkt des Wirksamwerdens der Änderungen auch fristlos und kostenfrei kündigen. Auf dieses Kündigungsrecht wird ihn das Institut in seinem Angebot besonders hinweisen.

**15.2** Bei Entgelten und deren Änderung bei Zahlungsempfängern, die keine Verbraucher sind, verbleibt es bei den Regelungen in Nummer 17 Absätze 2 bis 6 AGB Sparkassen.

#### 16. Sonstiges

**16.1** Gegenüber Zahlungsempfängern, die keine Verbraucher sind, gilt – soweit nicht anders vereinbart – abweichend von Nummer 26 Abs. 1 Satz 3 AGB Sparkassen eine Mindestkündigungsfrist des Instituts von zwei Wochen.

**16.2** Für die Beilegung von Streitigkeiten mit dem Institut kann sich der Zahlungsempfänger an die im „Preis- und Leistungsverzeichnis“ näher bezeichneten Streitschlichtungs- oder Beschwerdestellen wenden.

#### 17. Datenschutz/Bankgeheimnis

Der Zahlungsempfänger ist damit einverstanden, dass das Institut seinen Namen und seine Anschrift an den Zahlungsdienstleister des Zahlungspflichtigen weitergibt, sofern dieser gegenüber dem Institut geltend macht, dass bereicherungsrechtliche Ansprüche des Zahlungspflichtigen gegenüber dem Zahlungsempfänger bestehen. In diesem Umfang befreit der Zahlungsempfänger das Institut auch vom Bankgeheimnis.

#### 18. Besondere Vereinbarungen:

#### Anlagen

A.1 Autorisierungstext des SEPA-Lastschriftmandats für wiederkehrende Zahlungen

A.2 Autorisierungstext des SEPA-Lastschriftmandats für eine einmalige Zahlung

A.3 Autorisierungstext des Kombimandats

B Liste der zu SEPA gehörenden Staaten und Gebiete

#### Legitimation/Identifizierung

<input type="checkbox"/> <b>1. bereits legitimiert bei Konto</b> _____	
Ausgewiesen durch <input type="checkbox"/> Personalausweis / <input type="checkbox"/> Reisepass	
Nr. _____	
ausgestellt von _____	
Staatsangehörigkeit _____	
Geburtsort _____	
<input type="checkbox"/> <b>2. bereits legitimiert bei Konto</b> _____	
Ausgewiesen durch <input type="checkbox"/> Personalausweis / <input type="checkbox"/> Reisepass	
Nr. _____	
ausgestellt von _____	
Staatsangehörigkeit _____	
Geburtsort _____	
Legitimation geprüft und für die Richtigkeit der Unterschrift(en):	Unterschrift des Sachbearbeiters (mit Pers.-Nr.)

#### Ort, Datum

--

#### Firma und Unterschrift(en) des/der Zahlungsempfänger(s)

--

#### Für das Kreditinstitut:

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#### Anlage A.1:

**Autorisierungstext für das SEPA-Lastschriftmandat (SEPA Direct Debit Mandate) des Zahlungsempfängers im SEPA-Basis-Lastschriftverfahren für wiederkehrende Zahlungen**

##### **SEPA-Lastschriftmandat**

*Ich ermächtige (Wir ermächtigen)*

\_\_\_\_\_  
(Name des Zahlungsempfängers), Zahlungen von meinem (unserem) Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von

\_\_\_\_\_  
(Name des Zahlungsempfängers) auf mein (unser) Konto gezogenen Lastschriften einzulösen.

Hinweis: Ich kann (Wir können) innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem (unserem) Kreditinstitut vereinbarten Bedingungen.

**Hinweis: Weitere Mandatsbestandteile entnehmen Sie bitte der Nummer 5.1**

#### Anlage A.2:

**Autorisierungstext für das SEPA-Lastschriftmandat (SEPA Direct Debit Mandate) des Zahlungsempfängers im SEPA-Basis-Lastschriftverfahren für eine einmalige Zahlung**

##### **SEPA-Lastschriftmandat**

*Ich ermächtige (Wir ermächtigen)*

\_\_\_\_\_  
(Name des Zahlungsempfängers), einmalig eine Zahlung von meinem (unserem) Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein (unser) Kreditinstitut an, die von

\_\_\_\_\_  
(Name des Zahlungsempfängers) auf mein (unser) Konto gezogene Lastschrift einzulösen.

Hinweis: Ich kann (Wir können) innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem (unserem) Kreditinstitut vereinbarten Bedingungen.

**Hinweis: Weitere Mandatsbestandteile entnehmen Sie bitte der Nummer 5.1**

#### Anlage A.3:

**Autorisierungstext für das Kombimandat**

##### **Erteilung einer Einzugsermächtigung und eines SEPA-Lastschriftmandats**

###### **1. Einzugsermächtigung**

*Ich ermächtige (Wir ermächtigen)*

\_\_\_\_\_  
(Name des Zahlungsempfängers) widerruflich, die von mir (uns) zu entrichtenden Zahlungen bei Fälligkeit durch Lastschrift von meinem (unserem) Konto einzuziehen.

###### **2. SEPA-Lastschriftmandat**

*Ich ermächtige (Wir ermächtigen)*

\_\_\_\_\_  
(Name des Zahlungsempfängers), Zahlungen von meinem (unserem) Konto mittels Lastschrift einzuziehen. Zugleich weise ich mein (weisen wir unser) Kreditinstitut an, die von

\_\_\_\_\_  
(Name des Zahlungsempfängers) auf mein (unser) Konto gezogenen Lastschriften einzulösen.

Hinweis: Ich kann (Wir können) innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem (unserem) Kreditinstitut vereinbarten Bedingungen.

Vor dem ersten Einzug einer SEPA-Basis-Lastschrift wird mich (uns)

\_\_\_\_\_  
(Name des Zahlungsempfängers) über den Einzug in dieser Verfahrensart unterrichten.

**Hinweis: Weitere Mandatsbestandteile entnehmen Sie bitte der Nummer 5.1**

**Anlage B:**

**Liste der zu SEPA gehörenden Staaten und Gebiete**

**1. Staaten des Europäischen Wirtschaftsraums (EWR)**

**1.1 Mitgliedstaaten der Europäischen Union**

Belgien, Bulgarien, Dänemark, Deutschland, Estland, Finnland, Frankreich, Griechenland, Irland, Italien, Lettland, Litauen, Luxemburg, Malta, Niederlande, Österreich, Polen, Portugal, Rumänien, Schweden, Slowakei, Slowenien, Spanien, Tschechische Republik, Ungarn, Vereinigtes Königreich von Großbritannien und Nordirland sowie Zypern.

**1.2 Weitere Staaten**

Island, Liechtenstein und Norwegen.

**2. Sonstige Staaten und Gebiete**

Mayotte, Monaco, Schweiz sowie Saint-Pierre und Miquelon.

# Muster